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 James Johnson*

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 SOUTHERN DIVISION**

JAMES JOHNSON, individually, and
 on behalf of all others similarly situated,

 Plaintiff,

 v.

 CONSUMERINFO.COM, INC.,

 Defendant.

Case No. CV11-02753 JHN (JCGx)

CLASS ACTION COMPLAINT
DEMAND FOR JURY TRIAL

2011 MAR 31 PM 3:59
 CLERK OF COURT
 CENTRAL DISTRICT OF CALIFORNIA

FILED

CV 11-02753

1
2 Plaintiff, by his undersigned counsel, on behalf of himself and a Class of
3 those similarly situated, brings this action against Defendant and alleges based upon
4 personal knowledge of the allegations pertaining to Plaintiff, and upon information,
5 belief, and the investigation of counsel as to all other allegations, the following.

6 **I. NATURE OF THE CASE**

7 1. Defendant takes money from consumers through deception – it does
8 not sell what it advertises. Through false, misleading and deceptive advertisements,
9 Defendant has defrauded Plaintiff and the Class in violation of California consumer
10 laws by (1) misrepresenting that Defendant offers, sells and provides a credit score
11 used by lenders in determining a consumer’s creditworthiness; (2) failing to sell and
12 provide such credit scores to Plaintiff and the Class as advertised; and (3) failing to
13 clearly and conspicuously disclose material facts, including that Defendant’s
14 advertised “credit score ” is based on a proprietary, in-house method of calculation
15 (Experian’s Plus Score®) that, in Defendant’s own words, buried in the fine print,
16 “is not currently sold to lenders” and is not used by lenders in determining the
17 creditworthiness of consumers purchasing Defendant’s “credit score.” Plaintiff
18 asserts claims for violations by Defendant of the California Consumers Legal
19 Remedies Act, Cal. Civ. Code §§ 1770(a)(5), (7) and (9) and 1782(d) (Plaintiff now
20 seeks injunctive relief and restitution); California’s False Advertising Law, Bus. &
21 Prof. Code § 17500 *et seq.*; and California’s Unfair Competition Law, Cal. Bus. &
22 Prof. Code § 17200 *et seq.*

23 2. Plaintiff brings this action on behalf of himself and a nationwide Class
24 of similarly situated consumers who purchased Defendant’s credit scores through
25 Defendant’s Internet sites, www.freecreditreport.com, www.freecreditscore.com, or
26 www.consumerinfo.com, during the period from March 22, 2007, to the present.

27 3. Plaintiff, for himself and for the Class, seeks injunctive and other
28 equitable relief, restitution, and costs of suit and reasonable attorneys’ fees.

II. JURISDICTION AND VENUE

4. This Court has personal jurisdiction over the Defendant. The Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(d), in that this is a class action in which the matter in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs, and in which some members of the proposed class, including Plaintiff, are citizens of a state different from Defendant. Defendant has transacted business and its affairs in California. Defendant's headquarters and principal place of business is located in California. Defendant has committed the acts complained of in and from California.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and (c) because a substantial part of the events giving rise to Plaintiff's claims occurred in this district. Defendant has transacted business in this district and has committed the acts complained of in this district.

III. PARTIES

A. Plaintiff

6. Plaintiff James Johnson resides in North Oaks, Minnesota. During the Class Period, in March 2007, Plaintiff purchased a credit score from Defendant after viewing Defendant's Internet site, www.freecreditreport.com. Defendant thereafter enrolled Plaintiff in Defendant's "Triple Advantage" credit report monitoring service and charged Plaintiff a recurring monthly fee. Plaintiff saw and relied upon Defendant's misrepresentations, made in Defendant's Internet site www.freecreditreport.com, that Defendant was offering to sell and provide a credit score used by lenders to determine consumers' creditworthiness. Defendant failed to disclose clearly and conspicuously to Plaintiff the material facts that Defendant's credit score, contrary to Defendant's representations made in its advertisement, is based on an in-house, proprietary credit scoring model that is not sold to lenders and is not used by lenders in determining consumers' creditworthiness. Plaintiff purchased Defendant's credit score as a result of Defendant's misrepresentations

1 and omissions of material facts. Plaintiff would not have purchased Defendant's
 2 credit score if Defendant had not engaged in such material misrepresentations and
 3 omissions but had truthfully advertised the "credit score" Defendant actually
 4 provides. Plaintiff has suffered injury and loss of money as a result of Defendant's
 5 unlawful conduct.

6 **B. Defendant**

7 7. Defendant Consumerinfo.com, Inc., is a California corporation with its
 8 headquarters and principal place of business located at 475 Anton Blvd., Costa
 9 Mesa, California 92626. Through its Internet sites www.freecreditreport.com,
 10 www.freecreditscore.com, and www.consumerinfo.com, Defendant advertises,
 11 offers for sale and sells to consumers in California and throughout the United States
 12 what Defendant misrepresents as a credit score. Defendant represents on its
 13 Internet sites that it has delivered more than 20 million credit reports through its
 14 Internet sites. Defendant offers and sells Defendant's credit scores in conjunction
 15 with its credit reports and credit report monitoring services. Defendant was
 16 incorporated under the laws of California on May 24, 1993 and has operated as a
 17 California corporation at least since 1995. In 2002, Defendant was acquired by its
 18 parent corporation, Experian plc, the corporate headquarters of which are located in
 19 Dublin, Ireland, with an operational headquarters located at 475 Anton Blvd., Costa
 20 Mesa, California 92626.

21 **IV. FACTUAL ALLEGATIONS**

22 **BACKGROUND**

23 8. A credit score is a number derived from a statistical tool or modeling
 24 system used by lenders to determine a consumer's financial creditworthiness,
 25 including the likelihood or risk that a consumer will default on or fail to repay a
 26 loan or other credit obligation. Credit scores are extremely important to consumers
 27 and lenders. Credit scores are used by lenders, including banks, credit card
 28 companies, residential mortgage lenders, automobile dealerships and other lenders

1 to assess the risk associated with loans, to determine whether or not to make a loan,
2 to determine the interest rates that will be charged on the loan and to establish credit
3 limits.

4 9. A credit score is calculated by applying a scoring algorithm to a
5 consumer's aggregated credit data reported to and maintained by the nation's three
6 largest credit bureaus, Experian Information Solutions, Inc. ("Experian"), Equifax
7 Inc. ("Equifax") and TransUnion, LLC ("TransUnion"). These national credit
8 bureaus obtain aggregated credit data on consumers from various sources, including
9 lenders and other credit issuers. Such aggregated credit data is essential for the
10 calculation of a credit score and reflects years of information on hundreds of
11 millions of consumers.

12 10. The credit scores used by the vast majority—well over 90%—of
13 lenders are the credit scores developed by Fair Isaac Corporation ("Fair Isaac"), a
14 Delaware corporation with its principal place of business in Minneapolis,
15 Minnesota. Fair Isaac developed the first credit scoring model in 1958. Fair Isaac
16 credit scores, known as FICO scores, are by far the dominant credit scores used by
17 the overwhelming majority of lenders in assessing consumers' creditworthiness.

18 11. Historically, the three largest credit bureaus in the United States,
19 Experian, Equifax and TransUnion, have distributed FICO credit scores to lenders.
20 The three largest credit bureaus are licensed by Fair Isaac to provide Fair Isaac's
21 credit scores to lenders. Pursuant to those license agreements, the credit bureaus
22 apply Fair Isaac's algorithms to consumers' aggregated credit data to calculate
23 FICO scores, which the credit bureaus distribute to lenders. FICO credit scores are
24 also sold directly to consumers by Fair Isaac through its division, myFICO®. Fair
25 Isaac, through the Internet site, www.myFICO.com, began selling its FICO scores
26 directly to consumers in March 2001.

27 12. Effective February 14, 2009, Experian ended its relationship with
28 myFICO. Defendant does not sell, distribute or provide FICO credit scores to

1 consumers. Since February 14, 2009, Experian (one of the three largest credit
2 reporting agencies, an Experian plc company and a sister company to Defendant)
3 has not sold, distributed or provided FICO scores based on Experian's aggregate
4 credit data to consumers. Since February 14, 2009, Experian has continued to sell
5 and provide to lenders consumers' FICO scores based on Experian's aggregate
6 credit data. As Defendant knows, the fact that Experian has always sold FICO
7 scores to lenders, both before and after February 14, 2009, and continues to sell
8 FICO scores to lenders, as do the other largest credit reporting agencies in the
9 United States, Equifax and TransUnion, underscores and further evidences that
10 FICO scores have been and remain by far the dominant credit scores used by
11 lenders in determining consumers' creditworthiness.

12 13. The "credit scores" advertised by Defendant are not credit scores sold
13 to or used by lenders in determining consumers' creditworthiness and are not FICO
14 scores. Unlike FICO scores, the credit score advertised on Defendant's websites,
15 www.freecreditreport.com, www.freecreditscore.com, and
16 www.consumerinfo.com, is based on Experian's in-house credit scoring model
17 (Experian's Plus Score®), which, as Defendant itself admits, "is not currently sold
18 to lenders" and is therefore not used by lenders in determining a consumer's
19 creditworthiness.

20 **DEFENDANT'S MATERIAL MISREPRESENTATIONS AND OMISSIONS**

21 14. Through its advertising, including the Internet sites
22 www.freecreditreport.com, www.freecreditscore.com and www.consumerinfo.com,
23 Defendant represents that it is offering, selling and will provide to consumers credit
24 scores that are used by lenders in making determinations of the consumer's
25 creditworthiness. Defendant's advertising and representations are false, deceptive
26 and misleading. In fact, Defendant does not sell or provide to consumers via
27 Defendant's Internet sites a credit score actually used by lenders in determining a
28 consumer's creditworthiness. In its advertising at the forgoing Internet sites,

1 Defendant omits and fails to disclose the material facts that Defendant does not sell
2 or provide a credit score used by lenders to determine a consumer's
3 creditworthiness and that Defendant's "credit scores" are not used by lenders in
4 determining a consumer's creditworthiness.

5 15. An example of Defendant's Internet advertisements, disseminated and
6 available to consumers at Defendant's Internet site, www.freecreditreport.com, is
7 attached as Exhibit 1, the contents which are incorporated herein by reference. In
8 this advertisement, Defendant makes the following representations:

9 Mistakes on your Credit Report can cost you thousands!
10 See if yours is accurate.

11 Get Your Instant Credit Report & Score for \$1.

- 12 • See Your Credit Report & Score instantly
- 13 • Find out which factors affect your Score.
- 14 • Be alerted when your Score goes up or
15 down.

16 **Take the first step toward staying on top of your**
17 **credit!**

18 Getting your Credit Report & Credit Score is the first
19 step in knowing your credit.

20 **Try it RISK-FREE for 7 days!**

- 21 • Bi-monthly monitoring of your Experian Credit
22 Score with alert notifications when it goes up or
23 down or moves you into a different risk level.
- 24 • A Monthly Statement with your Credit Score.
25 Alerts digest, and a summary of the key financial
26 information that lenders use to rate you.

26 Take the guesswork out of what's happening with your
27 credit. Enroll in your RISK-FREE trial of Triple
28 Advantage and get your Credit Report & Score for \$1!

More on Credit Score.

DID YOU KNOW that three little numbers (your credit score) could end up saving you hundreds, or even thousands, of dollars? Lenders use credit scores to help them determine the “credit worthiness” of consumers applying for credit cards, lines of credit, or loans. The applicant’s credit score will probably be used for figuring out whether he or she qualifies for credit, and if so, what terms and interest rates he or she will receive.

Credit scores are calculated based on data in your credit reports.... That’s why it’s so important to stay on top of your credit reports for changes that could affect your credit scores.

Triple Advantage Credit Monitoring lets you do both ... plus you can pull your credit report and check your credit score every day as a paid member!

Try Triple Advantage RISK-FREE for 7 Days and Get Your Credit Report & Credit Score for \$1!

16. Another example of Defendant’s advertising, available and disseminated at Defendant’s Internet site, www.freecreditreport.com, is attached as Exhibit 2, the contents of which are incorporated herein by reference. In this advertisement, Defendant, immediately before the prominently displayed number 598, designed to indicate a credit score, states, “Mistakes on your Report can cost you money and affect your Credit Score!” In this advertisement, Defendant makes the following representations:

Get Your Instant Credit Report & Score for \$1.

- See Your Credit Report & Score instantly
- Find out which factors affect your Score.
- Be alerted when your Score goes up or down.

1 **Take the first step toward staying on top of your**
2 **credit!**

3 Getting your Credit Report & Credit Score is the first
4 step in knowing your credit. ...

5 **Try it RISK-FREE for 7 days!**

- 6 • Bi-monthly monitoring of your Experian Credit
7 Score with alert notifications when it goes up or
8 down or moves you into a different risk level.
- 9 • A Monthly Statement with your Credit Score.
10 Alerts digest, and a summary of the key financial
11 information that lenders use to rate you.

12 Take the guesswork out of what's happening with your
13 credit. Enroll in your RISK-FREE trial of Triple
14 Advantage and get your Credit Report & Score for \$1!

15 **More on Credit Score.**

16 DID YOU KNOW that three little numbers (your credit
17 score) could end up saving you hundreds, or even
18 thousands, of dollars? Lenders use credit scores to help
19 them determine the "credit worthiness" of consumers
20 applying for credit cards, lines of credit, or loans. The
21 applicant's credit score will probably be used for figuring
22 out whether he or she qualifies for credit, and if so, what
23 terms and interest rates he or she will receive.

24 Credit scores are calculated based on data in your credit
25 reports....That's why it's so important to stay on top of
26 your credit reports for changes that could affect your
27 credit scores.

28 Triple Advantage Credit Monitoring lets you do both ...
plus you can pull your credit report and check your credit
score every day as a paid member!

Try Triple Advantage RISK-FREE for 7 Days and
 Get Your
 Credit Report & Credit Score for \$1!

1 17. Another example of Defendant's advertising, available and
 2 disseminated at Defendant's Internet site, www.freecreditscore.com, is attached as
 3 Exhibit 3, the contents of which are incorporated herein by reference. In this
 4 advertisement, immediately after the prominently displayed number 598, designed
 5 to represent a credit score, Defendant states: "Only One Number Matters! Your
 6 **CREDIT SCORE.**" In this advertisement, Defendant further represents:

7 Try it FREE! Membership helps you understand your
 8 credit and plan for financial decisions.

9 → **Credit Score Alerts**

10 Find out when your Score changes. This
 11 could help you qualify for better interest
 12 rates and lower monthly payments on new
 13 loans.

14 18. An example of Defendant's advertising, available and disseminated at
 15 Defendant's Internet site, www.consumerinfo.com, is attached as Exhibit 4, the
 16 contents of which are incorporated herein by reference. Defendant makes the
 17 following representations in this advertisement:

18 What you do today can impact your
 19 credit tomorrow.

20 Now when you order your Report for only \$1 you'll also
 21 get your Credit Score for FREE!

22 Get your Credit Report & Score safely and securely!

23 CLICK HERE TO GET YOUR REPORT AND SCORE

24 **Get your Credit Report & Score!**

25 **About Credit Scores**

26 A credit score is a three-digit number that lenders and
 27 creditors use to determine a consumer's credit
 28 worthiness. A higher credit score could qualify an

1 applicant for lower interest rates and better terms on a
 2 loan or credit card, which could translate into a savings
 3 of hundreds or thousands of dollars over the life of a loan
 or the duration of a credit card account.

4 Credit scores are calculated based on the data in your
 5 credit reports. They can change over time ... That is why
 6 it's important to stay on top of your credit reports for key
 changes that could affect your credit scores....

7 So take advantage of this opportunity to get your Credit
 8 Report for \$1 and your FREE Credit Score when you try
 9 Triple Advantage Credit Monitoring FREE for 7 days!

10 19. Yet another illustrative advertisement of Defendant, disseminated and
 11 available at Defendant's Internet site, www.freecreditscore.com, is attached as
 12 Exhibit 5, the contents of which are incorporated herein by reference. In this
 13 advertisement, right before the prominently displayed number 753, Defendant
 14 represents in large print, "A Good Credit Score Is 700 & Above," followed by "See
 15 Yours in 2 Easy Steps for \$0." In this advertisement, Defendant further represents:

16 Checking your own credit won't affect your Score!

17 IMPORTANT INFORMATION: When you order your
 18 free Credit Score, you will begin your 7-day trial
 19 membership in Triple Advantage.

20 Try it FREE! Membership helps you understand your
 21 credit and plan for financial decisions.

22 → Credit Score Alerts

23 Find out when your Score changes. This
 24 could help you qualify for better interest
 rates and lower monthly payments on new
 loans.

25
 26 20. In Defendant's advertisement attached as Exhibit 5, Defendant's
 27 representation, "A Good Credit Score Is 700 & Above", immediately before "753",
 28 followed by the invitation to "See Yours" and the representations described in the

1 immediately preceding paragraph, reinforce the overall message that Defendant is
2 offering and selling a credit score that is actually used by lenders in determining the
3 creditworthiness of consumers. Through such statements and representations,
4 Defendant purposefully taps into the ordinary meaning of a credit score, reinforced
5 by Defendant's advertising and representations, as a score used by lenders in
6 determining the creditworthiness of consumers and misleads consumers into
7 believing that what Defendant is selling is what it is advertising, when, in truth and
8 in fact, as discussed in paragraphs 22-23 below—and as Defendant itself concedes
9 but hides buried in its "Terms and Conditions" -- its credit scores are based on
10 Experian's in-house model, the Plus Score®, that is not sold to lenders.

11 21. Another example of Defendant's advertisements, which was
12 disseminated and available at Defendant's Internet site www.freecreditreport.com,
13 including in July 2008, is attached as Exhibit 6, the contents of which are
14 incorporated herein by reference. In Defendant's advertisement attached as Exhibit
15 6, Defendant represents: "Know your Score™"; "24-hour online access to your
16 credit score & credit report"; "GET YOUR FREE CREDIT SCORE..."; "Get your
17 Free Credit Report and Credit Score from the leading provider of consumer credit
18 monitoring products"; "**Take the first step toward taking control of your credit!**
19 Getting your FREE Credit Report & Credit Score is the first step in knowing your
20 credit."; "Take the guesswork out of what's happening with your credit. Enroll in
21 your FREE 7-day trial of Triple Advantage and get your FREE credit report &
22 credit score just for trying it!"; "**More on Credit Score. DID YOU KNOW** that
23 three little numbers (your credit score) could end up saving you hundreds, or even
24 thousands, of dollars? Lenders use credit scores to help them determine the 'credit
25 worthiness' of consumers applying for credit cards, lines of credit, or loans. The
26 applicant's credit score will probably be used for figuring out whether he or she
27 qualifies for credit, and if so, what terms and interest rates he or she will receive."
28

1 22. Through its advertising, including the illustrative advertisements
2 attached as Exhibits 1-6, Defendant represents, directly or indirectly, that Defendant
3 offers, sells and will provide to consumers credit scores that are used by lenders in
4 making determinations of the consumer's creditworthiness. In truth and in fact,
5 contrary to Defendant's representations, Defendant does not sell or provide to
6 consumers responding to and ordering from Defendant's Internet sites credit scores
7 that are actually used by lenders in making determinations of the consumer's
8 creditworthiness and Defendant does not disclose that material fact to consumers.

9 23. Defendant's Internet advertisements contain numerous different links
10 found at different places on its advertisements, one of which is entitled "Terms &
11 Conditions." One of the numerous links found at each of Defendant's above
12 illustrative Internet advertisements is a link to the "Terms And Conditions," a copy
13 of which is attached as Exhibit 7, the contents of which are incorporated herein by
14 reference. Buried in Defendant's "Terms and Conditions," in dense print following
15 multiple paragraphs discussing fourteen other topics, appear the following
16 statements:

17 **PLUS SCORE®**

18 Products and credit resources on the Product Websites
19 utilize the Plus Score®. The Plus Score®, developed by
20 Experian, and the different risk levels presented by it, are
21 for educational purposes only. The Plus Score is not
22 currently sold to lenders, and is not an endorsement or
guarantee of your credit worthiness as seen by lenders.

23 Please be aware that there are many scoring models used
24 in the marketplace. Each scoring model may have its
25 own set of factors and scale. The information and credit
26 scoring model may be different than that used by a
27 lender. The Plus Score may not be identical in every
28 respect to any other credit score produced by another
company or used by your lender. The Plus Score is not a
so-called FICO score, and may differ for a variety of
reasons.

1 The above statements appear nowhere in the body or home page of Defendant's
2 Internet advertisements but only appear buried within and under the "Terms And
3 Conditions" link Defendant has posted at its Internet sites during the class period
4 (since March 22, 2007).

5 24. In its advertising, including its Internet sites
6 www.freecreditreport.com, www.freecreditscore.com and www.consumerinfo.com,
7 Defendant fails to clearly and conspicuously disclose the material information
8 contained in the immediately preceding paragraph, including the material facts that
9 Defendant's credit scores are based on Experian's in-house Plus Score®, that the
10 Plus Score® is not sold to lenders, and that it is not used by lenders to determine
11 the consumer's creditworthiness. These material facts are directly contrary to –
12 indeed are the exact opposite of – the affirmative misrepresentations made in
13 Defendant's advertisements, including the illustrative Internet advertisements
14 attached as Exhibits 1-6.

15 25. After the consumers orders and purchases a credit score from
16 Defendant's Internet sites www.freecreditreport.com, www.freecreditscore.com or
17 www.consumerinfo.com, Defendant continues to perpetuate its fraudulent scheme
18 by misrepresenting that it has provided to the consumer a credit score used by
19 lenders in determining the consumer's creditworthiness and by failing to disclose
20 the material facts that Defendant's credit scores are not sold to lenders and are
21 therefore not used by lenders in determining consumers' creditworthiness.

22 26. After the consumer orders and purchases Defendant's advertised credit
23 scores at Defendant's Internet sites, Defendant provides to the consumer a "credit
24 score" and credit report. In these post-transaction materials provided by Defendant
25 to consumers, which are entitled "freecreditreport.com™ Know your score,"
26 Defendant represents the following:
27
28

Credit Score

Your Credit Score is a numerical representation of your credit worthiness that is used by most lenders and credit card issuers.

About your PLUS Score:

Your PLUS Score is formulated using the information in your credit file.

Your Plus Score can range between 330 and 830, with a higher score indicating a lower risk. There are many scoring models used in the marketplace. The type of score used, and its associated risk levels, may vary from lender to lender. But regardless of what scoring model is used, they all have one purpose: to summarize your creditworthiness. Keep in mind that your score is just one factor used in the application process...

What this means to you:

Credit scoring can help you understand your overall credit rating and help companies better understand how to serve you. Overall benefits of credit scoring have included faster credit approvals, reduction in human error and bias, consistency, and better terms and rates for American consumers through reduced costs and losses for lenders.

Through such statements, Defendant represents that it has sold to the consumer a credit score used by lenders in determining consumers' creditworthiness. After the above statements, Defendant makes the following statements in lighter print:

DISCLAIMER [sic]

The PLUS Score™, developed by Experian, is not an endorsement or guarantee of your credit worthiness as seen by lenders. The different risk levels presented here are for educational use only.

1 27. The material representations and omissions made by Defendant after
2 consumers order and purchase Defendant's credit scores at Defendant's Internet
3 sites, are false, deceptive and misleading in that post-transaction, Defendant
4 continues to misrepresent that it is selling and providing credit scores actually used
5 by lenders in determining consumers' creditworthiness and continues to fail to
6 disclose clearly and conspicuously material facts, including that Defendant's Plus
7 Score™-based credit scores are not sold to lenders and are not in fact used by
8 lenders in making determinations of the consumer's creditworthiness. Through
9 such material misrepresentations and omissions, Defendant continues to mislead
10 Plaintiff and members of the Class and deprives Plaintiff and Class members of
11 truthful information needed to protect themselves from Defendant's unlawful
12 conduct, including by cancelling their orders and seeking refunds and other relief
13 from Defendant.

14 **INJURY TO PLAINTIFF AND THE CLASS RESULTING FROM**
15 **DEFENDANT'S MATERIAL MISREPRESENTATIONS AND OMISSIONS**

16 28. Plaintiff and members of the proposed Class are consumers who have
17 been injured in their money or property by purchasing Defendant's credit scores
18 that were not as represented by Defendant.

19 29. Plaintiff and members of the proposed Class suffered actual damages
20 in purchasing credit scores from Defendant that were not as represented in
21 Defendant's advertisements.

22 30. Defendant's material misrepresentations and omissions set forth in this
23 Complaint were disseminated at Defendant's Internet sites, exposing Plaintiff and
24 all Class members to Defendant's false, deceptive and misleading advertising and
25 unfair, unlawful and fraudulent acts that deceived Plaintiff and are likely to deceive
26 consumers, including Plaintiff and members of the proposed Class.

27 31. Plaintiff saw and relied upon Defendant's representations made in
28 Defendant's Internet advertisement disseminated at www.freecreditreport.com,

1 misrepresenting, directly or indirectly, that Defendant offers, sells and will provide
2 to consumers credit scores actually used by lenders in determining the consumer's
3 creditworthiness and failing to disclose the material facts that Defendant's
4 advertised "credit scores" are not sold to lenders and are not used by lenders in
5 determining consumers' creditworthiness.

6 32. Plaintiff paid money to Defendant, including payment to Defendant of
7 monthly charges and fees imposed by Defendant after Plaintiff purchased
8 Defendant's advertised "credit score" in or about March 2007, as a result of
9 Defendant's false, misleading and deceptive advertisement representing, directly or
10 indirectly, that what was being offered and sold by Defendant was the consumer's
11 credit score used by lenders in determining the consumer's creditworthiness.
12 Plaintiff cancelled his membership in Defendant's "Triple Advantage" program in
13 or about September 2007.

14 33. Plaintiff would not have paid money to Defendant for Defendant's
15 credit score had Defendant disclosed the material information that Defendant does
16 not offer, sell or provide credit scores actually used by lenders in making
17 determinations of the consumer's creditworthiness. Had Defendant clearly and
18 conspicuously disclosed in its advertisements at Defendant's Internet sites,
19 www.freecreditreport.com, www.freecreditscore.com and www.consumerinfo.com,
20 the material facts that Defendant's credit scores are not sold or provided to lenders
21 and are not credit scores used by lenders in making determinations of consumers'
22 creditworthiness, Plaintiff and members of the proposed Class would have been
23 aware of such material facts.

24 34. Defendant's material misrepresentations and omissions induced
25 Plaintiff to purchase Defendant's advertised credit scores and resulted in the
26 payment of money by Plaintiff to Defendant that Plaintiff would not have paid had
27 Defendant truthfully advertised the product that Defendant actually provides to
28 consumers.

1 35. As a result of Defendant's unlawful conduct, Plaintiff and members of
2 the proposed Class were deprived of the opportunity to make informed purchasing
3 decisions based on truthful information, including, without limitation, not
4 purchasing Defendant's advertised "credit scores" but purchasing an actual credit
5 score used by lenders in determining the consumer's creditworthiness.

6 36. As a result of Defendant's unlawful conduct, Plaintiff and members of
7 the proposed Class were deprived of the opportunity of making an informed
8 purchasing decision, and were deprived of the opportunity to refuse to do business
9 with companies, such as Defendant, engaged in fraudulent and deceptive conduct.

10 37. As a result of Defendant's unlawful conduct, including Defendant's
11 material misrepresentations and omissions, Plaintiff and members of the proposed
12 Class have suffered damages.

13 38. Plaintiff has paid and Defendant has received money and Defendant
14 has been unjustly enriched by selling millions of misrepresented credit scores to the
15 public, including Plaintiff and members of the proposed Class, as a result of
16 Defendant's false, misleading and deceptive advertising and its unfair, unlawful and
17 fraudulent acts and practices described in this Complaint.

18 39. Defendant's misrepresentations and omissions of material facts and
19 other unlawful conduct as set forth in this Complaint were effected through
20 Defendant's advertising directed to Plaintiff, members of the proposed Class and
21 the public and disseminated throughout the United States, including in and from
22 California.

23 **DEFENDANT PROFITS FROM ITS DECEPTION**

24 40. Consumers who place an order for Defendant's advertised credit report
25 and credit score are automatically enrolled in Defendant's "Triple Advantage"
26 credit report monitoring service. If the consumer fails to cancel the membership
27 within a seven-day trial membership period, the consumer's credit card is charged a
28 monthly fee by Defendant (\$19.95 per month according to one version of Exhibit 1,

1 or \$14.95 per month according to another version of Exhibit 1 and according to
2 Exhibits 2-6).

3 41. Defendant's Internet sites advertising Defendant's credit scores
4 generate substantial revenue and profits for Defendant and its parent company,
5 Experian plc.

6 42. In its 2010 Annual Report, available at www.experianplc.com,
7 Experian, plc, the parent corporation of Defendant, states that its total revenue in
8 2010 was \$3.9 billion and provides information on the financial performance of its
9 various business units, including its "Interactive" business unit that includes
10 Defendant's web sites offering Defendant's credit scores, credit reports and credit
11 report monitoring products. The Experian Annual Report 2010 indicates that
12 Experian's Interactive business unit accounted for 27% of revenue, while growth in
13 several of its other business units decreased during the year. Experian reported
14 increased growth in its Interactive unit and stated that as to its North America
15 business, "Growth in Interactive offset weakness elsewhere." Experian reported its
16 2010 revenue in North America for its Interactive unit grew 8% to \$922 million
17 from 2009, while 2010 revenue for each of its other three business units declined
18 (reporting that revenue for Experian's Credit Services unit decreased 6%, revenue
19 for the Decision Analytics unit declined 3% and revenue for the Marketing Services
20 unit declined 8%). *Id.* at p. 18.

21 **PREVIOUS FEDERAL TRADE COMMISSION ENFORCEMENT**
22 **ACTIONS**

23 43. This is not the first time that the truthfulness of Defendant's
24 advertising has been challenged and that Defendant has been put on notice of its
25 duty to advertise truthfully.

26 44. On August 15, 2005, the Federal Trade Commission ("FTC") filed a
27 Complaint and a Stipulated Final Judgment and Order for Permanent Injunction in
28 an action against Consumerinfo.com, Inc., captioned *Federal Trade Commission v.*

1 *Consumerinfo.com, Inc.*, No. CV SACV05-801 AHS (MLGx) and filed in the
2 United States District Court, Central District of California. In that action, the FTC
3 alleged that *Consumerinfo.com, Inc.*, engaged in unfair and deceptive trade
4 practices by failing to adequately disclose that consumers automatically would be
5 signed up for Defendant's credit report monitoring service and charged \$79.95 if
6 they did not cancel within a trial period. The FTC alleged that *Consumerinfo.com,*
7 *Inc.*, drove consumers to its Web sites, www.freecreditreport.com and
8 www.consumerinfo.com, through radio, television, e-mail and Internet
9 advertisements promising free credit reports. The Stipulated Final Judgment and
10 Order for Permanent Injunction required *Consumerinfo.com, Inc.* to pay up to
11 \$950,000 in refunds to consumers. The Final Judgment required
12 *Consumerinfo.com, Inc.* to make clear and conspicuous disclosures in advertising
13 any offer in which a consumer receives a free credit report and is enrolled in a
14 credit monitoring program on a trial basis.

15 45. On January 8, 2007, the FTC filed a Supplemental Stipulated
16 Judgment and Order for Permanent Injunction and Monetary Relief in the case
17 captioned, *Federal Trade Commission v. Consumerinfo.com, Inc.*, No. CV
18 SACV05-801 AHS (MLGx) and filed in the United States District Court, Central
19 District of California. The FTC alleged that *Consumerinfo.com, Inc.*, after the 2005
20 Final Order prohibiting deceptive and misleading claims about "free" offers and
21 requiring clear and conspicuous disclosure of the terms and conditions of any "free"
22 offer, disseminated advertisements violating the disclosure requirements. The
23 settlement required *Consumerinfo.com, Inc.* to pay \$300,000 in ill-gotten gains and
24 enjoined *Consumerinfo.com, Inc.* from misrepresenting its affiliation with the
25 annual credit report available to consumers under federal law. The FTC's
26 Supplemental Stipulated Judgment and Order further required *Consumerinfo.com,*
27 *Inc.*, for a period of six years, to maintain various records, including accounting
28

1 records, customer files, complaints and refund requests and any responses to such
2 complaints or requests, together with advertisements and marketing materials.

3 **DEFENDANT'S ONGOING UNFAIR AND DECEPTIVE ACTS**

4 46. Defendant knows or in the exercise of reasonable care should know
5 that it is required to advertise truthfully and to refrain from engaging in false,
6 deceptive or misleading advertising and unfair or deceptive practices.

7 47. Defendant knows what it is selling as credit scores and knows that
8 what it is advertising as credit scores is not what it actually provides to consumers,
9 as evidenced by, without limitation, Defendant's advertisements and the statements
10 directly contrary to its advertisements buried in Defendant's "Terms and
11 Conditions", as set forth above in paragraph 23.

12 48. Defendant continues to engage in the unlawful practices set forth in
13 this Complaint, including making the false, misleading and deceptive
14 representations and failing to disclose the material facts set forth in this Complaint,
15 in Defendant's advertisements for credit scores disseminated at its web sites,
16 including www.freecreditreport.com, www.freecreditscore.com and
17 www.consumerinfo.com.

18 49. Defendant's unlawful practices as described in this Complaint are
19 ongoing and continuing in nature.

20 50. Unless enjoined, Defendant's unlawful conduct will continue and
21 Plaintiff and members of the Class will continue to purchase Defendant's credit
22 scores subject to Defendant's unlawful acts and practices set forth in this
23 Complaint.

24 **PUBLIC INTEREST AND BENEFIT**

25 51. Plaintiff brings this action on behalf of himself and all similarly
26 situated persons in the proposed Class for the relief requested as to Plaintiff and
27 Class members and to promote the public interests in the provision of truthful, non-
28 deceptive, non-misleading information to the public in order to allow consumers to

1 make informed purchasing decisions, and to protect Plaintiff, Class members and
2 the public from Defendant's unfair, deceptive, unlawful and fraudulent practices.

3 **V. CLASS ACTION ALLEGATIONS**

4 52. Pursuant to Rule 23(a), (b)(2) and (b)(3), Plaintiff brings this action on
5 behalf of himself and the members of the following proposed Class:

6 All persons in the United States who, during the period
7 from March 22, 2007 through the present, purchased a
8 credit score from Defendant Consumerinfo.com, Inc. at
9 one or more of Defendant's Internet sites, including
10 www.freecreditreport.com, www.freecreditscore.com or
www.consumerinfo.com.

11 53. Excluded from the Class are (i) Defendant, any entity in which
12 Defendant has a controlling interest or which has a controlling interest in
13 Defendant, and Defendant's legal representatives, predecessors, successors and
14 assigns; (ii) governmental entities; (iii) Defendant's employees, officers, directors,
15 agents, and representatives and their family members; and (iv) the Judge and staff
16 to whom this case is assigned, and any member of the Judge's immediate family.

17 54. Members of the proposed Class are so numerous that the individual
18 joinder of all absent Class members is impracticable. While the exact number of
19 Class members is unknown to Plaintiff at this time and is in the exclusive control of
20 Defendant, it is ascertainable by appropriate discovery. Plaintiff is informed and
21 believes, based upon the nature of the trade and commerce involved, that the
22 proposed Class includes millions of Class members who are geographically diverse
23 so that joinder of all Class members is impracticable.

24 55. There are questions of law or fact common to the members of the
25 Class and such common questions predominate over questions affecting individual
26 members. Among the questions of law or fact common to the proposed Class are:

27 a. Whether Defendant misrepresented the credit scores advertised
28 at Defendant's Internet sites, including www.freecreditreport.com,

1 www.freecreditscore.com and www.consumerinfo.com, and sold by Defendant to
2 Plaintiff and members of the Class;

3 b. Whether Defendant concealed, suppressed and failed to disclose
4 truthful information and material facts concerning the credit scores advertised by
5 Defendant at its Internet sites and sold to Plaintiff and members of the Class;

6 c. Whether Defendant's representations and omissions concerning
7 its advertised credit scores offered and sold by Defendant involved representations
8 and omissions of material facts;

9 d. Whether Defendant's conduct as set forth in this Complaint
10 violates the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et*
11 *seq.*; California's False Advertising Law, Bus. & Prof. Code § 17500 *et seq.*; and
12 California's Unfair Competition Law, Ca. Bus. & Prof. Code § 17200 *et seq.*;

13 e. Whether Defendant has acted or refused to act on grounds
14 generally applicable to the Class, thereby making appropriate injunctive relief and
15 corresponding declaratory relief with respect to the proposed Class;

16 f. Whether Plaintiff and members of the proposed Class have been
17 injured by Defendant's conduct;

18 g. Whether Plaintiff and members of the proposed Class are
19 entitled to restitution under California law;

20 h. Whether Plaintiff and members of the proposed Class are
21 entitled to recover costs and expenses incurred in prosecuting this action and
22 reasonable attorneys' fees.

23 56. Plaintiff's claims are typical of the claims of the Class. Plaintiff and
24 members of the proposed Class all purchased credit scores advertised by Defendant
25 at one of its Internet sites, www.freecreditreport.com, www.freecreditscore.com
26 and www.consumerinfo.com, and have all suffered harm, including the loss of
27 money, as a result of Defendant's common false, deceptive and misleading
28 advertising and unfair, unlawful and fraudulent conduct, including Defendant's

1 misrepresentations and omissions and other unlawful conduct set forth in this
2 Complaint. By advancing his claims, Plaintiff will also advance the claims of all
3 Class members, because Defendant's unlawful conduct caused all Class members to
4 suffer similar harm.

5 57. Plaintiff will fairly and adequately protect the interests of the proposed
6 Class. Plaintiff has no interest adverse to the interests of the members of the
7 proposed Class. Plaintiff has retained competent counsel who have extensive
8 expertise in prosecuting consumer fraud and Class action litigation and will
9 rigorously assert and pursue Plaintiff's claims and those of absent Class members.

10 58. The prosecution of separate actions by individual members of the
11 Class would create a risk of inconsistent or varying adjudications, establishing
12 incompatible standards of conduct for Defendant.

13 59. Defendant has acted or refused to act on grounds generally applicable
14 to the Class. Declaratory and injunctive relief with respect to the Class is
15 appropriate.

16 60. The questions of law or fact common to members of the proposed
17 Class predominate over any individual questions affecting only individual Class
18 members. Each of the members of the proposed Class purchased a credit score that
19 was not as represented due to Defendant's misrepresentations and concealment,
20 suppression and failure to disclose material facts and unlawful conduct as set forth
21 in this Complaint. The issues of fact and law applicable to the Class are identical to
22 the issues of fact and law applicable to each individual member of the proposed
23 Class.

24 61. A Class action is an appropriate method for the fair and efficient
25 adjudication of this controversy and Class action treatment is superior to the
26 alternatives. There is no special interest in the members of the Class individually
27 controlling the prosecution of separate actions. The loss of money and other harm
28 sustained by individual Class members will not be large enough to justify

individual actions, especially in proportion to the significant costs and expenses necessary to prosecute this action. The expense and burden of individual litigation makes it impossible for members of the Class individually to address the wrongs done to them. Class treatment will permit the adjudication of claims of Class members who could not afford individually to litigate their claims against Defendant. Class treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this Class action that would preclude its maintenance as a Class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. Furthermore, Defendant transacts substantial business in and perpetuated its unlawful conduct from California. Defendant will not be prejudiced or inconvenienced by the maintenance of this Class action in this forum.

VI. VIOLATIONS ALLEGED

COUNT 1

Violations of the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et. seq.

62. Plaintiff realleges and incorporates all prior paragraphs of this Complaint.

63. The California Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(5), (7) and (9), provides, in part, as follows:

(a) The following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful:

...

(5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities which they do not have . . .;

...

(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

...

(9) Advertising goods or services with intent not to sell them as advertised.

64. Defendant's business practices, in advertising, offering to sell and selling its credit scores, by misrepresenting, directly or indirectly, that Defendant's credit scores are used by lenders in determining the consumer's creditworthiness, when, in fact, Defendant does not sell its advertised credit scores to lenders and lenders do not, in fact, use Defendant's credit scores in determining the creditworthiness of consumers, constitute multiple, separate violations of Cal. Civ. Code § 1770(a)(5), (7) and (9), including:

a. falsely representing that Defendant's credit scores have characteristics, uses, or benefits which they do not have;

b. falsely representing that Defendant's credit scores are of a particular standard, quality or grade, when, in fact, they are not; and

c. advertising goods and services with intent not to sell them as advertised.

65. Defendant's business practices, in advertising, offering to sell and selling its credit scores, of failing to disclose, concealing, suppressing or omitting material information concerning its credit scores, including the material facts that Defendant's advertised credit scores are not sold to lenders and that lenders do not use Defendant's credit scores in determining the creditworthiness of consumers, constitute multiple, separate violations of Cal. Civ. Code § 1770(a)(5), (7) and (9).

1 66. Plaintiff and members of the Class are consumers, as defined by Cal.
2 Civ. Code § 1761(d), in that they purchased credit scores from Defendant for
3 personal, family or household purposes.

4 67. Defendant engaged in the unfair or deceptive acts or practices set forth
5 in this Complaint in transactions intended to result, and which did result, in the sale
6 of goods or services to consumers, including Plaintiff and members of the Class.

7 68. In advertising and selling Defendant's credit scores, Defendant made
8 the material misrepresentations and omissions set forth in this Complaint in
9 Defendant's advertising, including its Internet sites, www.freecreditreport.com,
10 www.freecreditscore.com and www.consumerinfo.com, disseminated nationwide
11 and in and from California, by or on behalf of Defendant.

12 69. Defendant's misrepresentations and omissions set forth in this
13 Complaint are material in that they relate to matters that affect the decisions or
14 conduct of consumers, including Plaintiff and members of the Class, in determining
15 whether to purchase Defendant's credit scores.

16 70. Plaintiff and Class members purchased Defendant's credit scores and
17 paid money to Defendant as a result of Defendant's material misrepresentations and
18 omissions and unlawful conduct as described in this Complaint.

19 71. Plaintiff and members of the Class have been injured in their money or
20 property by Defendant's unfair or deceptive acts or practices and unlawful conduct
21 set forth in this Complaint.

22 72. As a result of Defendant's violations of Cal. Civ. Code § 1770,
23 Plaintiff and members of the Class are entitled to injunctive relief, restitution, costs
24 and reasonable attorneys' fees and any other relief the court deems proper, pursuant
25 to California law, including Cal. Civ. Code § 1780(a)(2),(3) and (5) and § 1782(d).

26 73. Pursuant to Cal. Civ. Code § 1782(d), Plaintiff asserts a claim for
27 injunctive relief in this Complaint and will, not less than thirty (30) days after the
28 commencement of this action for injunctive relief, and after providing Defendant

1 with the notice required by Cal. Civ. Code § 1782(a), amend this Complaint to
 2 include a request for damages.

3 COUNT 2

4 False Advertising in Violation of California Business & Professions Code § 17500

5 74. Plaintiff realleges and incorporates all prior paragraphs of this
 6 Complaint.

7 75. Cal. Bus. & Prof. Code § 17500, provides, in part, as follows:

8 It is unlawful for any person, firm, corporation or
 9 association, or any employee thereof with intent directly
 10 or indirectly to dispose of real or personal property or to
 11 perform services, professional or otherwise, or anything
 12 of any nature whatsoever or to induce the public to enter
 13 into any obligation relating thereto, to make or
 14 disseminate or cause to be made or disseminated before
 15 the public in this state, or to make or disseminate or cause
 16 to be made or disseminated from this state before the
 17 public in any state, in any newspaper or other publication,
 18 or any advertising device, or by public outcry or
 19 proclamation, or in any other manner or means whatever,
 20 including over the Internet, any statement, concerning that
 21 real or personal property or those services, professional or
 22 otherwise, or concerning any circumstance or matter of
 23 fact connected with the proposed performance or
 24 disposition thereof, which is untrue or misleading, and
 25 which is known, or which by the exercise of reasonable
 26 care should be known, to be untrue or misleading, or for
 27 any person, firm, or corporation to so make or
 28 disseminate or cause to be so made or disseminated any
 such statement as part of a plan or scheme with intent not
 to sell that personal property or those services,
 professional or otherwise, so advertised at the price stated
 therein, or as so advertised. . . .

26 76. Defendant's advertisements for its credit scores contain untrue and
 27 misleading statements, including Defendant's representations, directly or indirectly,
 28

1 that Defendant offers, sells and will provide to consumers a credit score that is used
2 by lenders to determine the consumer's creditworthiness.

3 77. In Defendant's advertisements, including its advertisements
4 disseminated at Defendant's Internet sites, www.freecreditreport.com,
5 www.freecreditscore.com and www.consumerinfo.com, Defendant fails to clearly
6 and conspicuously disclose material facts, including the facts that Defendant's
7 credit scores are not sold to lenders and that lenders do not use Defendant's
8 advertised credit scores in determining a consumer's creditworthiness.

9 78. Defendants know, or in the exercise of reasonable care, should know
10 that the statements, representations and omissions set forth in this Complaint are
11 false, deceptive and/or misleading.

12 79. Defendant's conduct of misrepresenting and failing to clearly and
13 conspicuously disclose material facts concerning Defendant's credit scores as set
14 forth in this Complaint constitute multiple, separate violations of Bus. & Prof. Code
15 § 17500.

16 80. In advertising its credit scores, Defendant made the material
17 misrepresentations and omissions set forth in this Complaint in Defendant's
18 advertising, including at Defendant's Internet sites, www.freecreditreport.com,
19 www.freecreditscore.com and www.consumerinfo.com, disseminated nationwide
20 and in and from California, by or on behalf of Defendant.

21 81. Defendant's misrepresentations and omissions set forth in this
22 Complaint are material in that they relate to matters that affect the decisions or
23 conduct of consumers, including Plaintiff and members of the Class, in determining
24 whether to purchase Defendant's advertised credit scores.

25 82. Plaintiff and Class members purchased Defendant's credit scores and
26 paid money to Defendant as a result of Defendant's material misrepresentations and
27 omissions and unlawful conduct described in this Complaint.
28

83. Plaintiff and members of the Class have been injured in their money or property as a result of Defendant's false or misleading advertising practices and unlawful conduct as set forth in this Complaint.

84. As a result of Defendant's false or misleading advertising, Plaintiff and members of the Class are entitled to injunctive relief, restitution and disgorgement of all monies obtained by means of Defendant's unlawful conduct and costs and attorneys' fees.

COUNT 3

Violations of California Business & Professions Code § 17200, et seq.

85. Plaintiff realleges and incorporates all prior paragraphs of this Complaint.

86. California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, defines unfair competition to include:

any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.

87. Defendant's business practices, in advertising its credit scores, of misrepresenting, directly and indirectly, that Defendant's credit scores are used by lenders in determining the consumer's creditworthiness when, in fact, Defendant does not sell its advertised credit scores to lenders and lenders do not use Defendant's advertised credit scores in determining a consumer's creditworthiness, are:

a. unlawful, as prescribed by Cal. Bus. & Prof. Code § 17200, in that Defendant's advertisements contain untrue or misleading statements of material fact which were and are known by Defendant, or which by the exercise of reasonable care should be known, to be untrue or misleading and, thus, constitute multiple, separate violations of Cal. Bus. & Prof. Code §§ 17200 and 17500;

1 b. fraudulent business practices and, thus, constitute multiple,
2 separate violations of Cal. Bus. & Prof. Code §17200 in that members of the public
3 are likely to be deceived by Defendant's acts or practices into believing a material
4 fact, i.e., that Defendant's advertised credit scores are actual credit scores used by
5 lenders to determine a consumer's creditworthiness when, in fact, they are not; and

6 c. unfair business practices and, thus, constitute multiple, separate
7 violations of Cal. Bus. & Prof. Code § 17200, because they offend the public policy
8 of California, and are unethical, oppressive, unscrupulous or substantially injurious
9 to consumers or, alternatively, the harm caused by Defendant outweighs any
10 benefits accruing from such actions.

11 88. In advertising and selling Defendant's credit scores, Defendant made
12 the material misrepresentations and omissions set forth in this Complaint in
13 Defendant's advertising, including at Defendant's Internet sites,
14 www.freecreditreport.com, www.freecreditscore.com and www.consumerinfo.com,
15 disseminated nationwide and in and from California, by and/or on behalf of
16 Defendant.

17 89. Defendant's misrepresentations and omissions set forth in this
18 Complaint are material in that they relate to matters that affect the decisions or
19 conduct of consumers, including Plaintiff and members of the Class, in determining
20 whether to purchase Defendant's advertised credit scores.

21 90. Plaintiff and Class members purchased Defendant's credit score and
22 paid money to Defendant as a result of Defendant's material misrepresentations and
23 omissions and Defendant's unlawful, unfair and fraudulent conduct as described in
24 this Complaint.

25 91. Plaintiff and members of the Class have been injured in their money or
26 property as a result of Defendant's unlawful, unfair, and fraudulent business acts or
27 practices and untrue or misleading advertising, as set forth in this Complaint.
28

1 92. As a result of Defendant's violations of Cal. Bus. & Prof. Code §
2 17200, *et seq.*, Plaintiff and members of the Class are entitled to injunctive relief to
3 prevent the use or employment by Defendant of the acts or practices constituting
4 unfair competition as set forth in this Complaint and as necessary to restore to
5 Plaintiff and members of the Proposed Class money or property acquired by means
6 of Defendant's unlawful conduct.

7 **VII. REQUEST FOR RELIEF**

8 WHEREFORE, Plaintiff respectfully requests that the Court award
9 judgment for Plaintiff and members of the Class against Defendant as follows:

10 A. Entering an order certifying this action as a Class action, properly
11 brought by Plaintiff on behalf of the Class, as defined in this Complaint; certifying
12 Plaintiff as a representative of the Class; and appointing Plaintiff's counsel as
13 counsel for the Class;

14 B. Declaring that Defendant's acts and practices as set forth in this
15 Complaint constitute multiple, separate violations of the above California statutory
16 consumer laws;

17 C. Enjoining Defendant from engaging in the unlawful acts and practices
18 set forth in this Complaint and from further violations of California statutory
19 consumer laws;

20 D. Enjoining Defendant from misrepresenting and failing to clearly and
21 conspicuously disclose material facts to consumers concerning Defendant's
22 advertised credit scores;

23 E. Ordering Defendant to disgorge to Plaintiff and the members of the
24 Class all monies unjustly received through Defendant's unlawful conduct;

25 F. Awarding restitution to Plaintiff and members of the Class as provided
26 by law;

27 G. Awarding Plaintiff and members of the Class any available pre-
28 judgment and post-judgment interest as provided by law;

1 H. Awarding Plaintiff and the Class costs and reasonable attorneys' fees
2 as provided by law; and

3 I. Granting Plaintiff and the Class such other and further relief as the
4 Court finds just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure,
7 Plaintiff demands a jury trial as to all issues so triable.

8 DATED: March 31, 2011

9 **WASSERMAN, COMDEN,
CASSELMAN & ESENSTEN, L.L.P.**

10
11 By:



12 MICHAEL G. KLINE

13 Attorneys for Individual and Representative Plaintiff,
14 James Johnson
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EXHIBIT 1

IMPORTANT INFORMATION

When you order your \$1 Credit Report and Score here, you will begin your 7-day trial membership in Triple Advantage*. If you don't cancel your membership within the 7-day trial period, you will be billed \$14.95 for each month that you continue your membership. You may cancel your trial membership anytime within the trial period without charge.

[Member Sign In](#)



Free Credit Report Delivered in 2 Days

- May take up to 2 days to see your Report
- Credit Score not included in this offer
- No membership required

Get Your Instant Credit Report & Score for \$1

- See your Credit Report & Score instantly
- Find out which factors affect your Score
- Be alerted when your Score goes up or down

*Monitoring with Experian begins within 48 hours of enrollment in your free trial. Monitoring with Equifax and TransUnion takes approximately 4 days to begin, though in some cases cannot be initiated during your trial period. You may cancel your trial membership any time within 9 days of enrollment without charge.

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Take the first step toward staying on top of your credit!

Getting your Credit Report & Credit Score is the first step in knowing your credit. Monitoring your credit report allows you to stay on top of your credit on a daily basis.

Triple Advantage monitors all 3 of your national credit reports daily for key changes!

Try It RISK-FREE for 7 days!

- Daily monitoring of your Experian®, Equifax®, and TransUnion® Credit Reports with alert notifications when key changes occur
- Unlimited access to your Experian Credit Report so you can review it any time you want
- Bi-monthly monitoring of your Experian Credit Score with alert notifications when it goes up or down or moves you into a different Risk Level
- A Monthly Statement with your Credit Score, Alerts digest, and a summary of the key financial information that lenders use to rate you
- Our **\$50,000 Guarantee*** and around-the-clock access to a Fraud Resolution Specialist in case your identity is stolen

Take the guesswork out of what's happening with your credit. Enroll in your RISK-FREE 7-day trial of Triple Advantage and get your Credit Report & Credit Score for \$1!

* Due to New York state law restrictions, the Triple Advantage Guarantee cannot be offered to residents of New York.

More on Credit Score.

DID YOU KNOW that three little numbers (your credit score) could end up saving you hundreds, or even thousands, of dollars? Lenders use credit scores to help them determine the "credit worthiness" of consumers applying for credit cards, lines of credit, or loans. The applicant's credit score will probably be used for figuring out whether he or she qualifies for credit, and if so, what terms and interest rates he or she will receive.

Credit scores are calculated based on data in your credit reports and, as fluid numbers, change over time, sometimes on a daily basis! That's why it's so important to stay on top of your credit reports for changes that could affect your credit scores. Other than pulling your credit report on a daily basis, credit monitoring is the best way to know what's happening in your credit report.

Triple Advantage Credit Monitoring lets you do both - it monitors all three of your credit reports for key changes and alerts you if any are found, plus you can pull your credit report and check your credit score every day as a paid member!

Try Triple Advantage RISK-FREE for 7 days and get your
Credit Report & Credit Score for \$1!

EXHIBIT 2

IMPORTANT INFORMATION

When you order your \$1 Credit Report and Score here, you will begin your 7-day trial membership in Triple Advantage®. If you don't cancel your membership within the 7-day trial period*, you will be billed \$14.95 for each month that you continue your membership. You may cancel your trial membership anytime within the trial period without charge.

[Member Sign In](#)
**Free Credit Report Delivered In 2 Days**

- May take up to 2 days to see your Report
- Credit Score not included in this offer
- No membership required

Get Your Instant Credit Report & Score for \$1

- See your Credit Report & Score Instantly
- Find out which factors affect your Score
- Be alerted when your Score goes up or down

*Monitoring with Experian begins within 48 hours of enrollment in your free trial. Monitoring with Equifax and TransUnion takes approximately 4 days to begin, though in some cases cannot be initiated during your trial period. You may cancel your trial membership any time within 9 days of enrollment without charge.

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Take the first step toward staying on top of your credit!

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Triple Advantage monitors all 3 of your national credit reports daily for key changes!

Try it RISK-FREE for 7 days!

- Daily monitoring of your Experian®, Equifax®, and TransUnion® Credit Reports with alert notifications when key changes occur
- Unlimited access to your Experian Credit Report so you can review it any time you want
- Bi-monthly monitoring of your Experian Credit Score with alert notifications when it goes up or down or moves you into a different Risk Level
- A Monthly Statement with your Credit Score, Alerts digest, and a summary of the key financial information that lenders use to rate you
- Our \$50,000 Guarantee* and around-the-clock access to a Fraud Resolution Specialist in case your identity is stolen

Take the guesswork out of what's happening with your credit. Enroll in your RISK-FREE 7-day trial of Triple Advantage and get your Credit Report & Credit Score for \$1!

* Due to New York state law restrictions, the Triple Advantage Guarantee cannot be offered to residents of New York.

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DID YOU KNOW that three little numbers (your credit score) could end up saving you hundreds, or even thousands, of dollars? Lenders use credit scores to help them determine the "credit worthiness" of consumers applying for credit cards, lines of credit, or loans. The applicant's credit score will probably be used for figuring out whether he or she qualifies for credit, and if so, what terms and interest rates he or she will receive.

Credit scores are calculated based on data in your credit reports and, as fluid numbers, change over time, sometimes on a daily basis! That's why it's so important to stay on top of your credit reports for changes that could affect your credit scores. Other than pulling your credit report on a daily basis, credit monitoring is the best way to know what's happening in your credit report.

Triple Advantage Credit Monitoring lets you do both - it monitors all three of your credit reports for key changes and alerts you if any are found, plus you can pull your credit report and check your credit score every day as a paid member!

Try Triple Advantage RISK-FREE for 7 days and get your
Credit Report & Credit Score for \$1!

EXHIBIT 3

Member Sign-in



Only
One
Number
Matters!

Your
CREDIT
SCORE.

Start Your Trial Here

First Name

Last Name

Email

Checking your own credit
won't affect your score!

IMPORTANT INFORMATION:

When you order your free credit score here, you will begin your 7-day trial membership in Triple Advantage. If you don't cancel your membership within the 7-day trial period*, you will be billed \$14.95 for each month that you continue your membership. You may cancel your trial membership anytime within the trial period without charge.

We are committed to
protecting the info you
entrust to us.

Try it FREE! Membership helps you understand
your credit and plan for financial decisions.

Credit Score Alerts

Find out when your score changes. This could help you qualify for better interest rates and lower monthly payments on new loans.

Credit Score Center

Understand how your score works. Find out how it's calculated, which factors impact it, and the best time to apply credit.

Credit Score Estimator

Plan ahead to see how big financial decisions, like applying for loans or maxing out credit cards, may impact your score.

**Get Your FREE Trial
& FREE Credit Score!**



Good Score

- + Pay Bills On Time
- + Low Credit Card Balances
- + Age of Accounts

Poor Score

- Late or Missed Payments
- Too Many Credit Requests
- Foreclosures

*Monitoring with Experian begins with 48 hours of enrollment in your free trial. Monitoring with Equifax and TransUnion takes approximately 4 days to begin, though in some cases cannot be initiated during your trial period. You may cancel your trial membership any time within 90 days of enrollment without charge.

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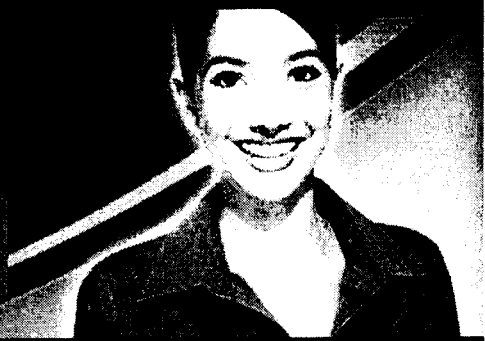
EXHIBIT 4

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An Experian® company

MEMBER LOGIN

**What you do today can impact
your credit tomorrow.**

**Now when you order your Report for only \$1 you'll also get your
Credit Score for FREE!**



IMPORTANT INFORMATION

When you order your \$1 Credit Report and free Score here, you will begin your 7-day trial membership in Triple Advantage. If you don't cancel your membership within the 7-day trial period*, you will be billed \$14.95 for each month that you continue your membership. You may cancel your trial membership anytime within the trial period without charge.



Questions?
[Contact Us](#)

[Terms and Conditions](#)

Get your Credit Report & Score safely and securely!

First Name	MI	Last Name	Email Address
Street Address		Apt.	
City	State	Zip Code	

How long have you lived at your current address?

More than 6 months

- ☒ Yes, send me important credit information and special offers from Consumerinfo.com and other Experian companies.
[Privacy Notice](#) and [Ad Targeting Policy](#)

CLICK HERE TO GET YOUR REPORT & SCORE!

Start with our 7-day risk-free trial to get all of this!

- See your Credit Report for \$1
- See how strong your Credit Score is for FREE
- Check Your Report for mistakes & errors
- Get emails of key Credit Report changes
- Stay on top of your credit with Monthly Statements

» **Get your Credit Report & Score!**

Loan Center**Looking for a Loan?**

Look no further. Visit our Loan Center and find valuable offers categorized by the type of loan you're looking for.

**3 Bureau Credit Report & Score****See all 3 of Your Credit Reports plus a FREE Credit Score!**

Your Experian®, TransUnion®, and Equifax® credit reports in one easy-to-read report! for only \$34.95!

**Credit Report & Score****What's Your Credit Score?**

Get your Experian Credit Report and score Score in seconds** for only \$14.95



*Monitoring with Experian begins within 48 hours of enrollment in your free trial. Monitoring with Equifax and TransUnion takes approximately 4 days to begin, though in some cases cannot be initiated during your trial period. You may cancel your trial membership any time within 9 days of enrollment without charge.

**For your protection, online credit reports are delivered upon confirmation of your identity.

CREDIT REPORT BASICS**What is a credit report?**

A consumer credit report is a document containing a factual record of an individual's credit payment history. Credit grantors are permitted by law to review credit reports to objectively determine whether to grant a consumer credit. Lenders usually report consumer credit payment information to the credit bureaus. Most of the information in a consumer credit report comes directly from the companies consumers do business with.

What kind of information does a credit report contain?

Your Experian credit report contains four types of information: identifying information, credit information, public record information, and inquiries.

Identifying information includes:

- Your name
- Your current and previous addresses
- Your Social Security number
- Your year of birth
- Your current and previous employers
- If you're married, your spouse's name

Credit information includes credit accounts or loans you have with:

- Banks
- Retailers
- Credit card issuers
- Other lenders

Public record information includes any information that's contained in state and county court records, like:

- Bankruptcies
- Tax liens
- Monetary judgments

Inquiries indicate to other credit grantors that you have applied for new credit, which could result in additional debt. Potential lenders may view multiple recent inquiries on your credit report as a sign you may be overextending yourself.

What is credit monitoring?

Credit monitoring is the act of monitoring your credit report for key changes like inquiries or the opening of new accounts. Such changes to your credit report could be indications of unauthorized activity like fraud or identity theft.

Why is it important to monitor my credit report?

Your credit report can change daily as creditors and lenders report new information about you to the credit bureaus. And with identity theft on the rise, it's recommended that you check your credit report regularly for signs of fraudulent activity. Triple Advantage®: Monitoring checks your report daily and notifies you by email when key changes are detected because early detection is key to minimizing the damage that mistakes and ID theft can have on your credit. So get your \$1 Credit Report & FREE Score with your 7-day trial membership in Triple Advantage Credit Monitoring!

What does this offer include?

This promotional offer for first-time customers includes a \$1 Credit Report & FREE Credit Score with your 7-day trial membership in Triple Advantage Credit Monitoring. Your free trial membership also includes daily monitoring of your Credit Report and email alerts of key changes that could indicate potential mistakes, errors, or fraudulent activity. After your trial, your full membership also includes unlimited Credit Reports & Scores to help you take better care of your credit.

Why should I be worried about identity theft?

Identity Theft can affect many aspects of your life, causing you to be turned down for credit, denied a home rental, and could even cost you a new job! Triple Advantage Credit Monitoring takes the work out of constantly checking your credit report by monitoring your credit daily for you and sending you email alerts when key changes are detected. And don't forget that you also have unlimited credit reports with your full membership. Spotting signs of fraudulent activity early is key to minimizing the damage it can do to your credit.

ABOUT CREDIT SCORES

A credit score is a three-digit number that lenders and creditors use to determine a consumer's credit worthiness. A higher credit score could qualify an applicant for lower interest rates and better terms on a loan or credit card, which could translate into a savings of hundreds or thousands of dollars over the life of a loan or the duration of a credit card account.

Credit scores are calculated based on the data in your credit reports. They can change over time, sometimes on a daily basis, based on activity and changes to your credit reports. That is why it's important to stay on top of your credit reports for key changes that could affect your credit scores, something credit monitoring does automatically. It's the fastest, easiest way to stay on top of your credit, other than pulling your credit report on a daily basis, something you can do as a paid member of Triple Advantage Credit Monitoring!

So take advantage of this opportunity to get your Credit Report for \$1 and your FREE Credit Score when you try Triple Advantage Credit Monitoring FREE for 7 days!*

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Experian interactive Sites

[PriceGrabber.com](#) | [LowerMyBills.com](#) | [FreeCreditReport.com](#) | [FamilySecure.com](#) | [ClassesUSA.com](#)

EXHIBIT 5

Member Sign-In



Start Your Trial Here

First Name

Last Name

Email

Checking your own credit
won't affect your Score!

IMPORTANT INFORMATION:

When you order your free Credit Score here, you will begin your 7-day trial membership in Triple Advantage®. If you don't cancel your membership within the 7-day trial period*, you will be billed \$14.95 for each month that you continue your membership. You may cancel your trial membership anytime within the trial period without charge.

We are committed to
protecting the info you entrust
to us.

Try it FREE! Membership helps you understand
your credit and plan for financial decisions.

Credit Score Alerts

Find out when your Score changes. This could help you qualify for better interest rates and lower monthly payments on new loans.

Credit Score Center

Understand how your Score works. Find out how it's calculated, which factors impact it, and the best time to apply for credit.

Credit Score Estimator

Plan ahead to see how big financial decisions, like applying for loans or maxing out credit cards, may impact your Score.

*Monitoring with Experian begins within 48 hours of enrollment in your free trial. Monitoring with Equifax and TransUnion takes approximately 4 days to begin, though in some cases cannot be initiated during your trial period. You may cancel your trial membership any time within 9 days of enrollment without charge.

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EXHIBIT 6



Know your Score.

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FreeCreditReport.com | Free Credit Rep...

- \$50,000 Triple Advantage Guarantee*
- And more!

Take the guesswork out of what's happening with your credit. Enroll in your FREE 7-day trial of Triple Advantage and get your FREE credit report & credit score just for trying it!

* Due to New York state law restrictions, the Triple Advantage Guarantee cannot be offered to residents of New York.

More on Credit Score.

DID YOU KNOW that three little numbers (your credit score) could end up saving you hundreds, or even thousands, of dollars? Lenders use credit scores to help them determine the "credit worthiness" of consumers applying for credit cards, lines of credit, or loans. The applicant's credit score will probably be used for figuring out whether he or she qualifies for credit, and if so, what terms and interest rates he or she will receive.

Credit scores are calculated based on data in your credit reports and, as fluid numbers, change over time, sometimes on a daily basis! That's why it's so important to stay on top of your credit reports for changes that could affect your credit scores. Other than pulling your credit report on a daily basis, credit monitoring is the best way to know what's happening in your credit report.

Triple Advantage credit monitoring lets you do both—it monitors all three of your credit reports for key changes and alerts you if any are found, plus you can pull your credit report and check your credit score every day as a paid member!

**Try Triple Advantage FREE for 7 days and get a
FREE Credit Report & Credit Score just for trying it!**

EXHIBIT 7

[Credit Monitoring](#) • [Loan Center](#) • [Resources Center](#) • [Login](#)



Terms And Conditions

Revised June 10, 2010

ACCEPTANCE OF TERMS

These Terms and Conditions ("Terms and Conditions" or "Agreement") apply to all: (a) transactions between you and ConsumerInfo.com, Inc. ("CIC") all transactions through the www.freecreditreport.com website and all other websites owned and operated by CIC, including, but not limited to, your purchase of the membership based products known as Triple AdvantageSM, TripleAlertSM, CreditCheckSM, Credit ManagerSM, CreditCheckSM Deluxe, CreditCheckSM Premium, CreditCheckSM Total, ChildSecureSM and CardSafeSM, and non-membership based Products such as the 3 Bureau Credit Report, Instant Single Credit Report, PLUS ScoreSM, Statutory PLUS Score and Free Experian Credit Report (collectively, the "Products"); (b) your access to and use of the website located at www.freecreditreport.com (the "Product Website"); and (d) your access to and use of calculators, credit resources, text, pictures, graphics, logos, button items, icons, images, works of authorship and other information and all revisions, modifications, and enhancements thereto (the "Content").

YOUR ORDER OF, USE OF, AND ACCESS TO, THE PRODUCTS, PRODUCT WEBSITES AND CONTENT ARE SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ORDER OF, ACCEPTANCE OF, USE OF, AND/OR ACCESS TO, THE PRODUCTS, PRODUCT WEBSITES AND/OR CONTENT CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT ORDER, USE OR ACCESS ANY PRODUCT, PRODUCT WEBSITE OR CONTENT, OR ANY OF THE INFORMATION WITHIN THE PRODUCT, PRODUCT WEBSITE, OR CONTENT, DISCARD THE PRODUCTS YOU RECEIVED IMMEDIATELY AND CALL CUSTOMER SERVICE TO CANCEL YOUR MEMBERSHIP.

This Agreement may be updated from time to time. Online customers should check the Product Websites regularly for updates to these Terms and Conditions. Each time you order, access or use any of the Products, Product Websites, and/or Content, you signify your acceptance and agreement, without limitation or qualification, to be bound by the then current Agreement.

USE OF THE PRODUCTS

In consideration of your order of, access to, and/or use of any Product, Product Website, and/or Content you agree to provide true, accurate, complete and current information about yourself and any minor children you are enrolling, or have enrolled, in any Product, when prompted to do so by the registration and application forms or requested to do so by CIC. By registering, you certify that you are eighteen (18) years of age or older. If any information you provide is untrue, inaccurate or not current, or if CIC has reasonable grounds to suspect that such information is untrue, inaccurate or not current, CIC, at its sole discretion, has the right to suspend or terminate your order of, use of, and/or access to, any Product, Product Website and/or Content, and refuse all current or future orders of, use of, and/or access to, any Product, Product Website and/or Content, or suspend or terminate any portion thereof. Further, you agree that CIC will not be liable to you, your minor children or any third party if CIC suspends or terminates your order of, use of, or access to any Product, Product Websites or Content, or any portion thereof, for any reason.

You understand and agree that by submitting your order you are providing "written instructions" in accordance with the Fair Credit Reporting Act, as amended ("FCRA"), for CIC to obtain information from your personal credit profile from Experian or any other credit reporting company and to obtain information from the personal credit profile, if any, of any minor child whom you have enrolled in ChildSecureSM. You authorize CIC to access your credit profile (and those of any minor children whom you have enrolled in ChildSecureSM) to verify your identity (or those of any minor children whom you have enrolled in ChildSecureSM) and to provide credit monitoring, credit reporting, credit scoring, credit score monitoring and tracking, identity monitoring, fraud resolution and card registry products. You also authorize CIC to access your credit profile (or those of any minor children whom you have enrolled in ChildSecureSM) to perform other functions related to providing the product(s) that you have ordered or may order, including to verify your identity or any certification that you may be required to make.

ARBITRATION

YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN YOU (OR ANY OF YOUR MINOR CHILDREN) AND CIC, AND ITS PARENTS, AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES, INCLUDING BUT NOT LIMITED TO TORT AND CONTRACT CLAIMS, CLAIMS BASED UPON ANY FEDERAL, STATE OR LOCAL STATUTE, LAW, ORDER, ORDINANCE OR REGULATION, AND THE ISSUE OF ARBITRABILITY, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AT A LOCATION DETERMINED BY THE ARBITRATOR. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). NEITHER YOU (NOR ANY OF YOUR MINOR CHILDREN) NOR CIC SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.

FCRA DISCLOSURES

The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from any consumer credit reporting company for a reasonable charge. The FCRA also states that individuals are entitled to receive a disclosure directly from the consumer credit reporting company free of charge under the following circumstances:

- You have been denied credit, insurance or employment in the past 60 days as a result of your report
- You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification
- You are a recipient of public welfare assistance
- You have reason to believe that your file at the agency contains inaccurate information due to fraud

The FCRA also permits consumers to dispute inaccurate information in their credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from CIC to dispute inaccurate or incomplete information in your Experian file or to receive a copy of your Experian consumer disclosure.

The credit report you are requesting from CIC is not intended to constitute the disclosure of Experian information required by the FCRA or similar state laws. Experian's National Consumer Assistance Center provides a proprietary consumer disclosure that is different from the consumer credit report provided by CIC. This disclosure report must be obtained directly from Experian by going to www.experian.com/dispute, or by calling 888-EXPERIAN.

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The FCRA allows consumers to get one free comprehensive disclosure of all of the information in their credit file from each of the three national credit reporting companies (Experian, Equifax, and TransUnion) once every 12 months through a central source. Georgia residents can receive two disclosures per year. Although comprehensive, the credit reports from each of the three national credit reporting companies that are available from CIC may not have the same information as a credit report obtained directly from the three national credit reporting companies or through the central source. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com, or call 877-322-8228. CIC's Products are not related to the free FCRA disclosure that you are or may be entitled to.

MODIFICATION OF PRODUCTS

CIC may, at its discretion, modify or discontinue any of the Products, Product Websites or Content, or any portion thereof, with or without notice. You agree that CIC will not be liable to you, your minor children or any third party for any modification or discontinuance of any of the Products, Product Websites or Content.

NOTICE OF PROSECUTION

For online customers, access to and use of password protected and/or secure areas of the Product Websites are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Product Websites may be subject to prosecution.

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.

SECURITY MEASURES AND AUTHENTICATION

Because CIC uses security measures designed to protect your privacy and to safeguard your information, CIC may not always be able to successfully provide Products to you, including instant online delivery of your credit report for online customers. For example, for certain online Products, when the system is unable to verify your identity, you may be routed through a manual authentication process. After your identity has been verified, CIC will send a private access code via U.S. mail to the address in your credit file, which you can use to access your report online. This process is normally completed within five (5) to seven (7) days. For other products, CIC cannot offer a manual authentication process and will be unable to fulfill your order if you fail online authentication one or more times. Additionally, in the case of off-line customers, CIC will mail your credit report to the best address listed on your credit file as a security measure. If you are not able to access your mail at that location, CIC cannot provide any Products to you.

PERSONAL INFORMATION

CIC may use your personal information to the extent necessary to process your order and/or engage in business maintenance.

REVIEW AND RECEIPT OF PRIVACY NOTICE

By submitting your order, you acknowledge receipt of our Privacy Notice and agree to its terms.

ON-LINE REQUIREMENTS

You must have an email address and a Java-compatible browser such as Netscape Navigator 6.0 or higher, Internet Explorer 5.0 or higher, or AOL 8.0 or higher to receive your Products online. As an online customer, you are agreeing to receive all notifications via email at the email address on file with CIC. To ensure receipt of all notifications, you are obligated to update the email address on file when your email address changes.

NO WARRANTY BY CIC

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCTS, PRODUCT WEBSITES AND CONTENT IS AT YOUR SOLE RISK. ALL PRODUCTS, PRODUCT WEBSITES AND CONTENT ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. CIC AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES [OTHER THAN THE "Triple Advantage GUARANTEE" OR THE "CardSafe™ GUARANTEE" DESCRIBED WITHIN THESE TERMS AND CONDITIONS] AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE INFORMATION CONTAINED IN THE PRODUCTS, PRODUCT WEBSITES, CONTENT OR OTHER MATERIALS YOU MAY RECEIVE FROM CIC DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. OTHER THAN TO THE EXTENT MADE IN THE "Triple Advantage GUARANTEE" OR THE "CardSafe™ GUARANTEE" DESCRIBED WITHIN THESE TERMS AND CONDITIONS, CIC MAKES NO WARRANTY THAT (i) THE PRODUCTS AND CONTENT ARE ACCURATE, TIMELY, UNINTERRUPTED OR ERROR-FREE; AND (ii) ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR CONTENT WILL BE RELIABLE.

ACTIVATION CODES

If you are using an activation code to obtain a Product, you are restricted to a one-time use of such activation code. Any subsequent use of the activation code will result in immediate termination of any associated Products without notice and in accordance with the termination provision(s) in the section entitled "Use of the Products," found herein.

Please note that if you improperly obtain a Product with an activation code, any credit card number you may have provided to us will also be charged with the fee for the Product that was obtained improperly.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT CIC WILL NOT BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS TO, USE, OR INABILITY TO USE THE PRODUCTS, PRODUCT WEBSITES, CONTENT OR MEMBERSHIP BENEFITS, OR FROM YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE UPON ANY LINKED WEB SITE (IF APPLICABLE), EVEN IF CIC HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON CIC, THEN YOU AGREE THAT CIC'S TOTAL LIABILITY TO YOU (AND ANY OF YOUR MINOR CHILDREN) FOR ANY OR ALL OF YOUR LOSSES OR INJURIES (OR THOSE OF YOUR MINOR CHILDREN) FROM CIC'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO CIC FOR THE PRODUCT(S) YOU PURCHASE FROM CIC (EXCEPT TO THE EXTENT THAT AMOUNTS MAY BE RECOVERABLE IN ACCORDANCE WITH THE TERMS OF THE "Triple Advantage GUARANTEE" OR THE "CardSafe™ GUARANTEE" DESCRIBED WITHIN THESE TERMS AND CONDITIONS).

NOT A CREDIT REPAIR ORGANIZATION OR CONTRACT

CIC offers access to your credit report, your PLUS Score®, and other credit information. CIC and its affiliates are not credit repair organizations, and are not offering to sell, provide or perform any service to you for the express or implied purpose of either improving your credit record, credit history or credit rating or providing advice or assistance to you with regard to improving your credit record, credit history or credit rating. You acknowledge and agree that you are not seeking to purchase, use, or access any of the Products, Product Websites, and Content in order to do so.

Accurate adverse information on your credit report cannot be changed. If you believe that your credit report contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant credit reporting company, and follow the appropriate procedures for notifying the credit reporting company that you believe that your credit report contains an inaccuracy. Any information provided to you regarding the procedures followed by the various credit reporting companies related to the removal of inaccurate, non-fraudulent information is provided without charge to you and is available for free. Any such information is not included as part of your credit score monitoring product but is provided free of charge to all consumers, regardless of whether they are members of the credit score monitoring product.

PLUS SCORE®

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Products and credit resources on the Product Websites utilize the PLUS Score®. The PLUS Score®, developed by Experian, and the different risk levels presented by it, are for educational use only. The PLUS Score® is not currently sold to lenders, and is not an endorsement or guarantee of your credit worthiness as seen by lenders.

Please be aware that there are many scoring models used in the marketplace. Each scoring model may have its own set of factors and scale. The information and credit scoring model may be different than that used by a lender. The PLUS Score® may not be identical in every respect to any other credit score produced by another company or used by your lender. The PLUS Score® is not a so-called FICO score, and may differ for a variety of reasons.

Your PLUS Score® is calculated using your actual data from your credit file on the day that you request your report. Keep in mind, however, that other factors, such as length of employment and annual salary, are often taken into consideration by lenders when making decisions about you. How each lender weighs their chosen factors may vary, but the exact formula used to calculate your score is proprietary.

Also note that each bureau has its own set of data, resulting in a separate PLUS Score® for each of your credit files.

REGISTERING FOR ANY PRODUCT

To request a credit report or score, or purchase any Product, you must have an address within the United States, provide a valid Social Security number, address, email address and date of birth and agree to be bound by these Terms and Conditions. In other limited circumstances, you may need to provide a valid telephone number so that CIC can process your order. You must provide valid credit card information. CIC will then evaluate your complete registration information.

In certain jurisdictions sales tax at state and local rates may apply, in which case you may be charged the applicable taxes in addition to the monthly fee and/or the price of the product.

SPOUSE/ADULT CHILDREN NOT INCLUDED

CIC is not able to accept and process joint registration for two or more adults. Neither your spouse nor any other adult will be enrolled in any Product pursuant to your order.

CREDIT MONITORING - ADDITIONAL TERMS AND CONDITIONS

(Applicable for the following products: Triple Advantage™, TripleAlert™, CreditCheck® Monitoring, Credit Manager™, CreditCheck® Deluxe, CreditCheck® Premium, CreditCheck® Total and ChildSecure™.)

Your membership in credit monitoring is effective for the period covered by your membership fee and continues upon your payment of the monthly/annual renewal fee. Renewal fees for your membership will automatically be charged, at the then current rate, to the credit card or other billing source authorized by you, on the first day of each successive membership term, until you cancel your membership. Should you choose to discontinue your membership for any reason before expiration of the then applicable membership term for which you have paid, you may cancel your membership and terminate further billing by calling the toll-free number listed on this Web Site, or by calling 1-888-829-6560. If you are an annual subscriber and choose to cancel within 180 days of when you were billed, you will be eligible to receive a prorated refund of your current year's membership fee. If you are a monthly subscriber and choose to cancel after your free trial ends, your membership and monthly billing will terminate at the end of your monthly billing term and you will not be eligible for a prorated refund of any portion of your paid monthly membership fee. CIC reserves the right to change the membership fee for any renewal term to be effective upon the renewal of your membership.

Please note, there are different processing times across the credit reporting companies, therefore you may not be enrolled in all of them at the same time. Monitoring with Experian begins within 48 hours of enrollment in your free trial. Monitoring with Equifax and TransUnion takes approximately 4 days to begin, though in some cases cannot be initiated during the trial period (if a trial period applies). CIC does not control and is not responsible for the enrollment process.

When you order a single bureau credit monitoring product from CIC, CIC requests that Experian enroll you in its credit monitoring program. When you order a credit monitoring product from CIC that monitors credit files at three credit bureaus, CIC requests that Experian, Equifax and TransUnion enroll you in their credit monitoring programs.

Your order of any single bureau credit monitoring product is conditioned upon successful enrollment by Experian in its credit monitoring program; if Experian is not able to enroll you, your order will be cancelled and you will not receive alerts or monitoring of changes to your Experian credit file.

Your order of any tri-bureau credit monitoring product (monitoring credit files at three credit bureaus) is conditioned upon successful enrollment by at least one credit bureau in its credit monitoring program. If no credit bureau is able to enroll you in its credit monitoring program, your order will be cancelled, and you will not receive alerts or monitoring of changes to any of your credit files. In the event that one or two credit bureaus, but not all three credit bureaus, is able to enroll you in their credit monitoring, credit monitoring will be provided by the bureau or bureaus that were able to enroll you; you will not receive alerts or monitoring of changes to the credit files of the bureau or bureaus that were not able to enroll you in their credit monitoring program.

By placing your order, you agree that, in the event that fewer than all three credit bureaus enroll you in their credit monitoring, CIC is authorized to monitor only the credit files at the bureau or bureaus that enrolled you. Any such credit monitoring will be provided at the price agreed upon; you will not be eligible for a price reduction, discount or refund. CIC will notify you in the event that fewer than all three credit bureaus enroll you in credit monitoring, but such notification may not occur during your trial period.

Credit Monitoring Membership With Free Trial: You will be asked for valid credit card information when you sign up for the free credit monitoring trial. CIC will verify your credit card information before processing your order. An authorization in the amount of one dollar will be performed on your credit card, to make sure it is valid and in good standing, but CIC will not actually bill your card until the free trial period has passed. However, the one dollar authorization may count against your credit or debt limit. Because monitoring with Experian may take 48 hours to begin, we will start your 7-day free trial 48 hours after you enroll. Therefore, you may cancel your trial membership without charge at any time within 9 days of placing your order. If you do not cancel your free trial membership within 9 days of the date you placed your order, your membership will continue automatically and the monthly/annual fee will be billed to the credit card or other billing source provided by you when you enrolled in credit monitoring, on the first day of each successive membership term. If you purchase additional credit reports and/or scores during your trial period, they will be billed to the credit or debit card provided to us during enrollment. In the event that you purchase additional products from CIC using a different credit or debit card, or if you update your payment information with CIC, CIC will charge the latest card provided by you. Please note, if you have ever been a member and received a free trial, CIC may refuse to give you another free trial offer. Returning members will be billed the membership fee immediately upon renewal. During your trial period, you are eligible for one free report and/or score as dictated by your specific membership terms.

Credit Monitoring Membership Without Trial: The monthly/annual fee for a credit monitoring membership without a trial period will be billed immediately to the credit card or other billing source authorized by you.

Credit Monitoring Membership for a Pre-Defined Term: If you have agreed to a promotional offer for credit monitoring for a pre-defined term, your credit card or other authorized billing source will be billed the promotional membership fee immediately. Your credit monitoring membership will continue for the pre-defined term and membership benefits will expire at the end of this term. If you choose to cancel your monitoring membership during the pre-defined term, you will not be entitled to a refund, prorated or otherwise of the promotional membership fee.

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CHILDSECURE™ - ADDITIONAL TERMS AND CONDITIONS**Enrollment in CHILDSECURE**

Your order of ChildSecure is conditioned upon your order of Triple Advantage™ and your successful enrollment by at least one credit bureau in its credit monitoring program. If no credit bureau is able to enroll you in its credit monitoring program, your entire order - including any pending orders of ChildSecure to monitor the identities of minor children - will be cancelled and you will not receive alerts or monitoring of changes to your credit files nor alerts or monitoring regarding the identities of your enrolled minor children.

If you are successfully enrolled in ChildSecure, credit monitoring alerts will be delivered to the email address or the mailing address that was given to CIC when you enrolled. It is your responsibility to update your address if it should change.

CHILDSECURE - Billing and Refunds

Your membership in ChildSecure™ is effective for the period covered by your membership fee and continues upon your payment of the monthly/annual renewal fee. Renewal fees for your membership will automatically be charged, at the then current rate, to the credit card or other billing source authorized by you, on the first day of each successive membership term, until you cancel your membership. Should you choose to discontinue your membership for any reason before expiration of the then applicable membership term for which you have paid, you may cancel your membership and terminate further billing by calling the toll-free number listed on this Web Site, or by calling 1-888-829-6560.

If you upgrade to ChildSecure during the free trial period for Triple Advantage™ you will not be charged for ChildSecure until the expiration of your trial. If you cancel ChildSecure during your trial period for Triple Advantage™, you will not be charged for that product. If you upgrade to ChildSecure after the end of your free trial period in Triple Advantage™ and subsequently cancel, your membership and monthly billing will terminate at the end of your monthly billing term and you will not be eligible for a prorated refund of any portion of your paid monthly membership fee. CIC reserves the right to change the membership fee for any renewal term to be effective upon the renewal of your membership. CIC is not responsible for any overdraft/over-the-limit charges or bank fees if your account contains insufficient funds when your order is processed and billed. We recommend using a credit card rather than a debit card. Canceling too close to end of trial or renewal date may cause a processing delay and a charge to your account. If you are eligible for a refund, refunds can take seven (7) to ten (10) business days to be processed.

CHILDSECURE - Monitoring For Children

The monitoring that will be performed regarding minor children enrolled in ChildSecure is different than the monitoring for persons over age 18. On a monthly basis, CIC will request an Experian credit report for each enrolled child, and will review that report for any material data (that is, any other data other than personal information such as name, address and Social Security number) that has been returned. If material data exists, CIC will notify you via email alert process within 24 hours of the report being returned to CIC. In the event that material data is found, you agree to provide any documentation that may be requested by CIC, including, but not limited to, a copy of the child's Social Security card, a copy of the child's birth certificate, proof of your identification, and proof of your residence, in order to verify your status as a parent or guardian of the enrolled child, before any information about the material data will be released to you.

Enrollment of Minor Children In CHILDSECURE

You may enroll up to five (5) minor children for whom you are the parent or guardian through the on-line process. You may enroll additional minor children for whom you are the parent or guardian by contacting customer care at the number published on the Product Website, and providing the requested information and/or documentation including, but not limited to, a valid Social Security number and date of birth for each minor child. In certain circumstances, you may not be permitted to enroll children on-line. In such circumstances, you may enroll children by contacting customer care and following the procedures specified in this paragraph. Children that have reached the age of 17 years and 9 months are not eligible to be enrolled in ChildSecure.

Certification as Parent or Guardian of Children Enrolled in CHILDSECURE

CIC will provide information about a child under 18 years of age only to the child's parent or guardian and only for use to protect the child against fraud, such as the fraudulent opening of credit accounts in your child's name. You certify that you are the parent or guardian of each child whom you have named, or will name, on the enrollment forms for ChildSecure, and that you understand and agree that enrollment may require CIC to obtain information about those children from a credit reporting company, and that any information about those children that you obtain from CIC will be used solely for the purpose of protecting against or preventing actual or potential fraud with respect the children whom you are enrolling or have enrolled in ChildSecure.

Automatic Disenrollment of Children From CHILDSECURE Prior to 18th Birthday

Minor children enrolled by you in ChildSecure will be automatically unenrolled within seven (7) days before their eighteenth (18th) birthday, based on the date of birth information provided by you in the enrollment process. After that time period, you will not receive monitoring of any sort regarding that child.

Credit Reports and Credit Scores - additional terms and conditions

(Applicable for the following Products: 3 Bureau Credit Report, Instant Single Credit Report, PLUS Score®, Statutory PLUS Score, Free Experian Credit Report, and VantageScore™)

When you use any Product, Product Website and/or Content to access your personal credit report and/or credit score, you are certifying that you understand and agree to the following:

- You may access your credit report and/or score for 30 days from the date you place your order.
- If you were billed for an order placed for one of our Products, refunds will not be issued once we have successfully located and delivered the Product(s) to you.
- If you have questions regarding your credit report or would like to dispute information, you may request an investigation by contacting the credit reporting company that supplied the information, as indicated in your credit report.
- For online customers, if you are inactive (have not clicked on an item or refreshed the page) for a period of 20 minutes or more when reviewing your credit report and/or credit score online, your session will conclude and you will be logged out for your protection.

Disclaimers: You acknowledge that the information provided to you through the PLUS Score® and Vantage Score products, including the score factors derived from the elements in your credit history, may change over time as your credit history changes. You also acknowledge that the score factor information on how to manage your credit position assumes there will be no adverse changes in your credit performance. CIC is not responsible for the accuracy or contents of your credit file, including but not limited to information delivered in the credit report and/or score products. Please note that pursuant to section 609f of the FCRA, consumers can obtain their credit score at any time for a statutorily set fee. All of the foregoing terms apply to your Statutory PLUS Score except the 30-day availability. Your Statutory PLUS Score will NOT be available after your initial session has concluded.

Free Experian Credit Report (without credit score)

The Free Experian Credit Report is offered on the Product Website www.freecreditreport.com. Upon receiving your request, and after verifying your identity, we will notify you via email within twenty-four (24) hours when your free report is available. Your free credit report will not include a credit score and this offer does not include any other benefits of a paid product membership. Credit card information will be required from you in order to process your request and establish your account; however, your credit card will not be charged for ordering your Free Experian Credit Report. At the time you place your request for your Free Experian Credit Report, you will have the option to add a score to your order. If you choose to do so, you will enroll in a trial of our Triple Advantage® Credit Monitoring membership. When you request your Free Experian Credit Report, you are NOT required to add a score and thereby enroll in Triple Advantage Credit Monitoring. ConsumerInfo.com, Inc. and Freecreditreport.com are not affiliated with the annual free credit

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report program. Under Federal law, you have the right to receive a free copy of your credit report once every 12 months from each of the three nationwide consumer reporting agencies. To request your free annual report under that law, you must go to www.annualcreditreport.com.

FRAUD RESOLUTION - ADDITIONAL TERMS AND CONDITIONS

(Applicable for the following products: Triple Advantage™, TripleAlert™, CreditCheck® Deluxe, CreditCheck® Premium, CreditCheck® Total and ChildSecure™.)

Obtaining Assistance: There are certain steps that you **MUST FOLLOW** in order to obtain assistance from a fraud resolution representative ("Assistance"). These steps include contacting a Customer Service Representative by calling the number listed in the My Credit Center area on this Web Site, or for offline customers, by calling 1-877-481-6826. Additional information about requesting Assistance can also be found in the My Credit Center area.

If you are a victim of identity theft, which is hereby defined as the act of knowingly transferring or using, without lawful authority, a means of identification with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of federal law or a felony under applicable state or local law ("Identity Theft"), and you incur problems or suffer damages, you should call the number listed in the My Credit Center area on this Web Site, or call 1-877-300-2512 and make a request for Assistance. Upon acceptance of your request, a CIC fraud resolution representative will contact you. If you contact CIC regarding fraud resolution, you are agreeing to permit CIC to order a copy of your credit report for any purpose relating to your request for assistance.

If you are requesting fraud resolution regarding an enrolled child, you will be required to re-certify your status as parent or guardian, and provide documents requested by CIC to verify your status as parent or guardian, including, but not limited to, the child's Social Security card and birth certificate, valid proof of your identification, and proof of your residence.

DISCLAIMERS: THE FRAUD RESOLUTION BENEFIT IS DESIGNED TO HELP YOU PROTECT YOURSELF FROM IDENTITY THEFT VULNERABILITIES. THE PRODUCT IS PROVIDED IN ADDITION TO ANY PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION. CIC'S FRAUD RESOLUTION ASSISTANCE DOES NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE. CIC DOES NOT GUARANTEE THE ACCURACY OF LIEN, JUDGMENT, INVESTMENT, OR CRIMINAL SEARCHES IT MAY PERFORM ON YOUR BEHALF.

CIC is not obligated or responsible for providing Assistance for any request based on (a) an act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others, (b) authorized charges that you have disputed based on the quality of goods or services, (c) authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions, (d) losses, damages or expenses arising out of any business pursuits, (e) losses, damages or expenses that were incurred or commenced prior to the membership, or (f) theft or damages of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, circulating currency, passports, documents, real property, animals, living plants or consumable items, motorized vehicles of any type, watercraft, aircraft, and items intended for storage, transport, display or habitation.

Reservation of Rights: CIC, including its agents, independent contractors, assigns or other expressly authorized third party, reserves the right to make an independent investigation of the facts and circumstances related to any Assistance request, including making contact by telephone, email, US Postal Service or otherwise, any service provider or related party it deems necessary, at its sole and absolute discretion and expense, regardless of whether you provide express authorization to make such contact for purposes of verifying and assisting you with your Assistance request.

CIC reserves the right to request that you provide corroborating evidence of the unauthorized transaction, Identity Theft or other facts related to your Assistance request, including a signed affidavit, law enforcement or governmental agency reports, receipts of expenses, insurance declaration forms, or any other corroborating evidence that we may deem necessary and reasonable. Further, CIC reserves the right to refuse any Assistance request or provide any Assistance in the event you fail or refuse to provide us with any requested corroborating evidence related to the Identity Theft.

CIC reserves the right not to provide you with any Assistance or discontinue your membership in the event CIC determines that you knew, or should reasonably have known, of an act of Identity Theft that commenced prior to the membership. If at any time you cancel your membership, CIC is no longer obligated to provide any additional fraud resolution assistance.

\$50,000 Triple Advantage Product Guarantee

If you (hereinafter "you") or your enrolled children (where applicable) become a victim of Identity Theft (as defined below) due to a failure of the Triple Advantage product to provide the services identified below. ConsumerInfo.com, Inc. (hereinafter "we", "our" or "us") will reimburse you for certain Identity Theft Expenses (as described in Section 3, below) subject to the terms and conditions of this Guarantee. For purposes of this Guarantee, "Identity Theft" means that your name, address, Social Security number, credit card account number, or other personal identifying information was used without your knowledge or approval to commit fraud or other crimes. The maximum amount that we will pay you is \$50,000 for Identity Theft Expenses as a direct result of an Identity Theft.

1. **GUARANTEE PERIOD:** Under the \$50,000 Triple Advantage Product Guarantee, we will reimburse you solely for Identity Theft Expenses you incur as a direct result of an Identity Theft that occurs while you are actively enrolled in and using the above listed product and are a member in good standing ("Guarantee Period").
2. **WHAT YOU MUST DO:** During the Guarantee Period, you must take an active role in protecting yourself against Identity Theft by using Triple Advantage as described below. To be eligible to seek and retain reimbursement under this Guarantee, you must do the following:
 - a. You have an obligation to review your credit report and any email or other notification we may send you and if, upon your review, you observe suspicious activity (including, but not limited to credit cards or loans you did not apply for, credit inquiries you did not authorize, etc.) and/or suspect an Identity Theft, you must:
 - i. File a police report with the relevant police authority within the earlier of thirty (30) days from (i) the date you received such email or other notification from us or (ii) the date that you first had knowledge of an Identity Theft;
 - ii. Report the suspected Identity Theft to our Fraud Resolution Department within the earlier of thirty (30) days from (i) the date you received such email or other notification from us or (ii) the date that you first had knowledge of an Identity Theft. You can contact our Fraud Resolution Department Monday-Friday, 6:00 a.m. to 6:00 p.m., Pacific Time at 1-877-481-6826;
 - iii. Place a fraud alert with Experian, Equifax and TransUnion within thirty (30) days from the date you had knowledge of an Identity Theft (to learn more about fraud alerts or to place a fraud alert on your Experian credit report go to www.experian.com/fraud/);
 - iv. Work directly with our Fraud Resolution Department to mitigate your liability and/or pursue all sources of potential reimbursement and submit all documentation, if any, relating to the mitigation of liability and/or resolution of any requests for reimbursement from all sources, and/or assign your right to us to seek and recover funds reimbursable under this Guarantee, and reimburse us in the event you obtain recovery of any amounts paid by us hereunder. For example, if we pay a direct expense under this Guarantee to you or on your behalf and you later recover the amount paid to you or on your behalf, then we are entitled to receive, retain or recover the amount paid to you or on your behalf. You must provide all reasonable and necessary assistance to us in our recovery and reimbursement efforts; and
 - v. You agree to pay and/or reimburse us for any amount paid to you or on your behalf under this Guarantee due to your misrepresentation, as defined in Section 4, below, in connection with an Identity Theft.
3. **WHAT WE WILL DO:** Under the \$50,000 Triple Advantage Product Guarantee, we will reimburse you solely for the following Identity Theft Expenses incurred as

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a direct result of an Identity Theft that occurs during the Guarantee Period while you are using Triple Advantage as described above:

- a. Stolen Funds: Funds directly stolen from you or charges that you are liable for, in each case, that are related to any credit account that is reported (or should have been reported) on any of your Experian, Equifax, or TransUnion credit reports that are provided with the product you receive from us, provided that you assign any rights you might have to us for recovery or reimbursement as further provided below;
 - b. Legal Expenses: Reasonable and necessary attorney fees or court costs associated with defending any suit brought against you by merchants, financial institutions or other credit grantors or their collection agencies that relate to credit accounts that were wrongfully opened in your name as a result of Identity Theft, or the removal of any criminal or civil judgment wrongly entered against you that relates to a suit brought against you by a credit grantor based on an account wrongfully opened in your name as a result of Identity Theft. You must obtain our advance written consent to engage a private investigator, and we reserve the right to select such attorney and legal counsel. You must forward all attorney invoices to us on a current basis;
 - c. Lost Wages: Actual United States wages or salary you lose as a direct result of time off work taken by you to report and/or resolve an Identity Theft;
 - d. Miscellaneous: Loan application fees, long distance telephone costs, mailing and postage costs, costs of having affidavits or other documents notarized that relate to you reporting and/or resolving an Identity Theft; and
 - e. Private Investigators: Any fees or costs associated with the use of any investigative agencies or private investigators that are necessary for reporting, resolving or recouping losses incurred as a result of an Identity Theft. You must obtain our advance written consent to engage a private investigator, and we reserve the right to select such private investigator in our reasonable discretion. You must forward all private investigator invoices to us on a current basis.
- (collectively, "Identity Theft Expenses").
4. **WHAT WE WILL NOT DO:** We will NOT reimburse you for any expenses, damages or losses that are not expressly described in Section 3 above, including without limitation the following types of expenses, damages or losses you incur in connection with an Identity Theft:
 - a. Any expense, damage or loss due to any act of theft, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any of your authorized representatives, whether acting alone or in collusion with you or others (collectively, your "Misrepresentation") and you expressly agree to reimburse us for any expense, damage or loss due to your Misrepresentation;
 - b. Any expense, damage or loss arising from the theft or unauthorized or illegal use of your business name, "d/b/a," or any other method of identifying your business activity;
 - c. Any expense, damage or loss due to bodily injury, sickness, emotional distress or breakdown or any other medical condition, including without limitation, lost wages or salary;
 - d. Any expense, damage or loss due to the termination of your employment or separation from your employment, whether temporary or permanent, for any reason;
 - e. Any expense, damage or loss of any type for which a credit card company, credit card processor, bank, creditor, insurer or other third party is legally liable, excluding any company or agency contracting with us to provide products in connection with a data loss;
 - f. Any expense, damage or loss that relates to any account that is NOT reported on any of your Experian, Equifax, or TransUnion credit reports that are provided with the product you receive from us, unless such account should have been reported on any such credit report.
 - g. Any expense, damage or loss incurred by you from an Identity Theft that did not occur during the Guarantee Period; and
 - h. Any expense, damage or loss in connection with an Identity Theft if you fail to comply with all obligations, requirements, terms and conditions of Section 2 entitled "What You Must Do."
 5. **HOW TO REQUEST REIMBURSEMENT:** To request reimbursement under the \$50,000 Triple Advantage Product Guarantee, you must contact our Fraud Resolution Department Monday-Friday, 6:00 a.m. to 6:00 p.m., Pacific Time at 1-877-481-6826 to obtain an Identity Theft Expense Reimbursement Request Form. To receive reimbursement, you must submit the following documentation to one of our Fraud Resolution Representatives, in accordance with the requirements described in Section 2 above: (a) a completed and signed Identity Theft Expense Reimbursement Request Form; (b) proof that a fraud alert was placed with either Experian, Equifax or TransUnion; (c) if applicable, a copy of any settlement agreement reached by each party (creditors, collection agency, banks, etc.) involved with an Identity Theft; (d) a copy of a police report from your local jurisdiction and provide proof that such police report was filed; (e) copies of all receipts, bills, pay stubs, court documents and other records that support the Identity Theft Expenses incurred by you.
 6. **OUR RIGHT TO TERMINATE \$50,000 TRIPLE ADVANTAGE PRODUCT GUARANTEE:** We expressly reserve the right to change the terms of, terminate and discontinue offering the \$50,000 Triple Advantage Product Guarantee at any time in our sole and complete discretion. We will continue to honor the \$50,000 Triple Advantage Product Guarantee for an Identity Theft that occurred prior to any termination of the \$50,000 Triple Advantage Product Guarantee.
 7. **THE PRODUCT PROVIDES THE FOLLOWING SERVICES:**
 - Where indicated in the product literature as a product benefit, we will deliver one or more consumer credit reports from any of Experian, TransUnion and Equifax;
 - Deliver daily consumer credit monitoring from Experian, TransUnion and Equifax showing:
 - New accounts;
 - Public records;
 - Address changes;
 - Potentially negative information; and
 - New inquiries;
 - Where indicated in the product literature as a product benefit, we will deliver a consumer credit score (i.e., the PLUS Score);
 - Where indicated in the product literature as a product benefit, calculate and track the customer's credit score based on the consumer's Experian credit report, and, where indicated in the product literature, three scores based on the consumer's Experian, TransUnion and Equifax credit reports;
 - Deliver consumer assistance in cases of real and/or suspected identity theft, such as:
 - Canceling credit cards and debit cards; or assisting the member in canceling credit cards and debit cards;
 - Guiding the member in the submission of a police report;
 - Assisting the member in notifying financial institutions that provide credit and preventing member liability for unauthorized charges or losses from credit accounts that are or should have been included on the consumers credit report(s); and
 - Providing information to help the member to contact the credit bureaus to place a fraud alert on their credit file; and
 - Deliver information for members to help them minimize the risk of identity theft and to prepare them to respond in the event that it should happen to them.

THE \$50,000 TRIPLE ADVANTAGE PRODUCT GUARANTEE IS NOT OFFERED, APPLICABLE OR AVAILABLE TO RESIDENTS OF THE STATE OF NEW YORK.

CardSafe™ - ADDITIONAL TERMS AND CONDITIONS

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Enrollment in CardSafe™

To enroll in CardSafe™, request a credit report or score, or purchase any Product, you must have an address within the United States, provide a valid Social Security number, address, email address, and date of birth and agree to be bound by these Terms and Conditions. In other limited circumstances, you may need to provide a valid telephone number so that CIC can process your order. You must provide valid credit card information. CIC will then evaluate your complete registration information.

CardSafe™ - Billing, Refunds and Termination of Membership

The annual membership fee will be billed immediately to the credit card or other billing source authorized by you. Your membership is effective for the period covered by your membership fee and continues upon your payment of the annual renewal fee. Renewal fees for your membership will automatically be charged, at the then current rate, to the credit card or other billing source authorized by you, until you cancel your membership. Should you choose to discontinue your membership for any reason before expiration of the then applicable membership term for which you have paid, you may cancel your membership and terminate any further billing by calling the toll-free number listed on this Web Site, or by calling 1-866-227-3718. However, you will not be eligible for any refund of your membership fees, prorated or otherwise.

CardSafe™ - Additional Card Holders

Neither your spouse nor any other adult will be enrolled in CardSafe pursuant to your order. When you enroll in the CardSafe product, only your personal cards (i.e., only those cards in your name) can be registered with us.

CardSafe™ - Loss & Theft Events

YOU agree not to report as lost or stolen any Card which you do not have good reason to believe is, in fact, lost or stolen.

At the time you report a lost or stolen event, CIC will retrieve your 3-bureau credit report from the three national credit reporting companies in order to provide the Product to you. In order to identify your credit accounts, notify your card issuers and request cancellation of your lost or stolen cards, you authorize CIC to retrieve your account information from your 3-Bureau credit report and to use the personal debit and/or ATM information that you may have entered on our Website to do the following: (1) Contact your Card Issuers (for each credit, debit, ATM or charge card designated by you) to report the lost or stolen event and (2) to disclose your personally identifiable information to your Card Issuers to assist with the cancellation of lost or stolen cards on your behalf. At the time of the lost or stolen event, CIC may require you to confirm or restate the foregoing authorizations.

Your credit information may be provided by a third-party credit reporting company and CIC is not responsible for the information contained within those reports. Your Card Issuers may require additional evidence of the lost or stolen event, including written confirmation by you or a police report. CIC is only able to take the actions permitted and processed by your Card Issuer. CIC is not responsible for any failure by any Card Issuer to take the action requested on your behalf, or any other action taken or condition imposed by your Card Issuer. CIC will not request that Card Issuers issue replacement cards in your name.

CardSafe™ GUARANTEE Overview

If CardSafe™ does not perform as guaranteed, we will reimburse you for unauthorized charges that are made to your Credit, Debit or ATM card(s) after you have reported to us that your card(s) are lost or stolen and for which you become personally liable, subject to the terms of the CardSafe Guarantee. You simply need to call our Fraud Resolution Representatives when you first learn that your card(s) are lost or stolen and then you can rest assured that your card issuer(s) will be notified. If you are held personally liable for unauthorized charges that occur after you report your lost or stolen cards to us, then we will reimburse you for those charges.

TERMS OF CardSafe™ GUARANTEE

If you (hereinafter "you") become liable for unauthorized charges as a result of a lost or stolen Credit, Debit or ATM card due to a failure of CardSafe to provide the services identified below, ConsumerInfo.com, Inc. (hereinafter "we", "our" or "us") will reimburse you for such unauthorized charges subject to the terms and conditions of this Guarantee.

1. **GUARANTEE PERIOD:** In accordance with the terms of this CardSafe Guarantee, we will reimburse you for unauthorized charges that were incurred as a direct result of lost or stolen Credit, Debit or ATM cards that were reported lost or stolen to us while you are actively enrolled in CardSafe and are a member in good standing ("Guarantee Period").
2. **WHAT WE WILL DO:** We will reimburse you for unauthorized charges that you incur as a direct result of lost or stolen Credit, Debit or ATM cards that meet all of the following three requirements: 1) lost or stolen Credit, Debit or ATM card(s) that you have reported to us during the Guarantee Period; 2) such unauthorized charges occurred during the Guarantee Period; 3) your card issuer(s) is holding you personally liable for such unauthorized charges and your card issuer(s) is not legally liable for such unauthorized charges.
3. **WHAT WE WILL NOT DO:** We will NOT reimburse you for any expenses, damages or losses that are not expressly described in Section 2 above, including without limitation the following types of expenses, damages or losses you may incur in connection with lost or stolen Credit, Debit or ATM cards:
 - a. Any unauthorized charges related to lost or stolen Credit, Debit or ATM cards that occurred outside the Guarantee Period;
 - b. Any unauthorized charges due to any act of theft, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any of your authorized representatives, whether acting alone or in collusion with you or others (collectively, your "Misrepresentation") and you expressly agree to reimburse us for any expense, damage or loss due to your Misrepresentation as further provided in Section 4(c) below;
 - c. Any unauthorized charges for which a Credit, Debit or ATM card issuer is legally liable;
 - d. Any unauthorized charges that did not occur during the Guarantee Period; and
 - e. Any expense, damage or loss incurred in connection with unauthorized charges if you fail to comply with all obligations, requirements, terms and conditions of Section 4 entitled "What You Must Do."
4. **WHAT YOU MUST DO:** To be eligible to seek and retain reimbursement under this CardSafe Guarantee, you must do the following:
 - a. Be an actively enrolled as a member in CardSafe at the time you reported your cards lost or stolen to us;
 - b. Contact our Fraud Resolution Department at 1-866-227-3718 within 2 days of becoming aware that a Credit, Debit or ATM card has been lost or stolen;
 - c. Provide our Fraud Resolution Representatives with proof of the unauthorized charges and a statement from your Credit, Debit or ATM card issuer showing the date and time the unauthorized charges occurred and amount for which you are being held personally liable. You agree to assign your right to us to seek and recover unauthorized charges reimbursed under this Guarantee, and you agree to reimburse us in the event you obtain recovery of any amounts paid by us hereunder. For example, if we reimburse you for unauthorized charges under this Guarantee and you later recover the amount paid to you, then we are entitled to receive, retain or recover the amount paid to you. You will provide all reasonable and necessary assistance to us in our recovery and reimbursement efforts; and
 - d. You agree to pay and/or reimburse us for any amount paid to you or on your behalf under this Guarantee due to your Misrepresentation in connection with any unauthorized charges as described in Section 3(b).
5. **HOW TO REQUEST REIMBURSEMENT:** To request reimbursement under the CardSafe Guarantee, you must contact our Fraud Resolution Department Toll Free at 1-866-227-3718 or International Collect at 1-479-573-7316 to obtain an Unauthorized Charges Reimbursement Request Form. To receive reimbursement, you must submit the following documentation to one of our Fraud Resolution Representatives: (a) a completed and signed Unauthorized Charges Reimbursement Request Form; and (b) proof that your Credit, Debit or ATM card issuer is holding you personally liable for unauthorized charges made to your card.

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6. **OUR RIGHT TO TERMINATE THE CardSafe™ GUARANTEE:** We expressly reserve the right to terminate and discontinue offering the CardSafe Guarantee at any time in our sole and complete discretion. If we terminate the CardSafe Guarantee, then we will notify you in writing. We will continue to honor the CardSafe Guarantee for reimbursement of unauthorized charges that you incur as a direct result of lost or stolen Credit, Debit or ATM cards that you reported to us during the Guarantee Period and for which you are personally held liable and your card issuer(s) is not legally liable for such unauthorized charges.
7. **THE CardSafe PRODUCT PROVIDES THE FOLLOWING SERVICES:** When an eligible Credit, Debit or ATM card has been lost or stolen and you have complied with the requirements in section 4) above, ConsumerInfo.com, Inc. will do the following:
- Notify Credit, Debit and ATM card issuers when such eligible card(s) has/have been lost or stolen;
 - Cancel eligible Credit, Debit or ATM card(s) that have been lost or stolen, or assist the member in canceling such card(s) with their respective issuers;
 - Work with issuers of Credit, Debit and ATM card(s) that have been lost or stolen, or assist the member in working with issuers of Credit, Debit or ATM card(s) that have been lost or stolen to eliminate any liability to you for any unauthorized charges that are incurred on any Credit, Debit or ATM card during the Guarantee Period.

THE CardSafe™ GUARANTEE IS NOT OFFERED, APPLICABLE OR AVAILABLE TO RESIDENTS OF THE STATE OF NEW YORK.

TRADEMARKS

You acknowledge and agree that ChildSecureSM, CIC's name, the CIC Logo, Page Headers and other freecreditreport.com terms, phrases, graphics, logos, and icons are common law or registered trademarks, service marks, and/or trade dress of CIC (collectively "Marks"). You agree you will not use any such Content or Marks for any purpose without the appropriate prior written authorization. CIC Marks may not be used in connection with any product or service that is not CIC's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CIC. All other trademarks, product names, or logos not owned by CIC that appear on this Product Website are the property of their respective owners.

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PATENTS

Certain aspects of this website as well as features and services accessible from this website may be covered by one or more of the following: U.S. Patent Nos: U.S. Patent No. 6,321,339; U.S. Patent No. 6,282,658; U.S. Patent No. 6,263,447; U.S. Patent No. 6,496,936; U.S. Patent 7,234,156; and U.S. Patent 6,857,073.

ENTIRE AGREEMENT

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Jacqueline Nguyen and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

CV11- 2753 JHN (JCGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JAMES JOHNSON, individually and on
behalf of all others similarly
situated,

PLAINTIFF(S)

v.

CONSUMERINFO.COM.

DEFENDANT(S).

CASE NUMBER

CV11-02753 JHN (JCGx)

SUMMONS

TO: DEFENDANT(S): CONSUMERINFO.COM, INC.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, MELISSA MEEKER HARNETT, whose address is P.O. BOX 7033, TARZANA, CALIFORNIA 91357-7033. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

MAR 31 2011

Dated: _____

By: _____

ROLLS ROYCE PASCIAL

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)]

ORIGINAL

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)

JAMES JOHNSON, individually and on behalf of others similarly situated,

DEFENDANTS

CONSUMERINFO.COM, INC.

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Michael G. Kline/SBN 212758
WASSERMAN, COMDEN, CASSELMAN & ESENSTEN, LLP
Post Office Box 7033
5567 Reseda Boulevard, Suite 330
Tarzana, California 91357-7033
(818) 705-6800

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No

MONEY DEMANDED IN COMPLAINT: \$ over \$5,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 U.S.C. Section 1332(d) (Class Action Fairness Act) - Putative nationwide class action alleging violations of California consumer protection statutes.

VII. NATURE OF SUIT (Place an X in one box only.)

<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input checked="" type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 861 HIA (1395m)
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 862 Black Lung (923) (405(g))
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 240 Torts to Land				<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 245 Tort Product Liability				
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 290 All Other Real Property				
<input type="checkbox"/> 950 Constitutionality of State Statutes					

FOR OFFICE USE ONLY: Case Number: CV11-02753-JHN (JCG)

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CV-71 (05/08)

CIVIL COVER SHEET

COPY

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes

If yes, list case number(s): SAVC11-00487-JVS (FMOx)

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or
☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

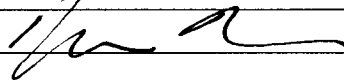
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):



Date 3/31/11

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	IIIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))